

Holland & Knight

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Stacy Smith Brown
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RECEIVED
NOV 16 2021
ADJUDICATION SECTION

October 12, 2021

United States Department of the Interior
Bureau of Ocean Energy Management
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
New Orleans, Louisiana 70123-2394

Attention: Yolanda M. Winslow
Chief, Adjudication Section

Re: Fieldwood Transaction
Non-Required Filings

Dear Ms. Winslow:

Enclosed herewith please find an executed copy of each of the thirteen (13) documents identified below, each of which is submitted for filing into the “non-required” records maintained by your office for each of the federal offshore leases, ROWs and RUEs specified for each document. Please ***date-stamp*** and ***file*** each of the documents in such “***non-required***” records **in the consecutive order listed below**. Also enclosed in connection with this request are Pay.gov receipts evidencing payment of the required filing fees.

The documents submitted for filing into the “non-required records” are as follows:

1. Document 1: Partial Release of Mortgage and Deed of Trust (Apache Recharacterization), dated effective August 27, 2021, from Apache Corporation, as Collateral Agent and Fieldwood Energy LLC and GOM Shelf LLC, collectively, as Mortgagor (the “**Apache Recharacterization**”):

File the **Apache Recharacterization** in the records maintained for each of the eight Leases listed on the attached **List of Leases for Document 1**, under **Category 2** (Release of Mortgage and Liens)

A Pay.gov receipt totaling \$232 is attached.

2. Document 2: Act of Full Release of Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement (Second Lien

Term Loan), dated effective August 27, 2021 by Cortland Capital Market Services LLC, as Collateral Agent, and Fieldwood Energy LLC, GOM Shelf LLC, Fieldwood Energy Offshore LLC, Bandon Oil and Gas, LP, and Dynamic Offshore Resources NS, LLC, collectively, as Mortgagor (the “**Second Lien Term Loan Release**”):

File the **Second Lien Term Loan Release** in the records maintained for each of the 29 ROWs and 732 Leases listed on the attached **List of ROWs and Leases for Document 2**, under **Category 2** (Release of Mortgages and Liens)

Pay.gov receipts totaling \$22,069 are attached.

3. Document 3: Partial Release of Mortgage (RBL/LC/First Out), dated effective August 27, 2021 from Cantor Fitzgerald Securities, as Substitute Collateral Agent, and Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, GOM Shelf LLC, Bandon Oil and Gas, LLC, and Dynamic Offshore Resources NS, LLC, collectively, as the Mortgagor (the “**RBL/LC/First Out Release**”):

File the **RBL/LC/First Out Release** in the records maintained for each of the 732 Leases listed on the attached **List of Leases for Document 3**, under **Category 2** (Release of Mortgages and Liens)

Pay.gov receipts totaling \$21,228 are attached.

4. Document 4: Partial Release of Mortgage (FLTL) dated effective August 27, 2021, from Cantor Fitzgerald Securities, as Collateral Agent, and Fieldwood Energy LLC, GOM Shelf LLC, Fieldwood Energy Offshore LLC, Bandon Oil and Gas, LP, and Dynamic Offshore Resources NS, LLC, collectively, as the Mortgagor (the “**FLTL Partial Release**”):

File the **FLTL Partial Release** in the records maintained for each of the 732 Leases listed on the attached **List of Leases for Document 4**, under **Category 2** (Release of Mortgages and Liens)

Pay.gov receipts totaling \$21,228 are attached.

5. Document 5: Bill of Sale, Assignment and Assumption Agreement (For Co-Owned Assets), dated effective August 27, 2021, from Fieldwood Energy LLC, Fieldwood Energy Inc., Dynamic Offshore Resources NS, LLC, Fieldwood Energy Offshore LLC, Fieldwood Onshore LLC, Fieldwood SD Offshore LLC, Fieldwood Offshore LLC, Bandon Oil and Gas GP, LLC, Bandon Oil and Gas, LP, Fieldwood Energy SP LLC, Galveston Bay Pipeline LLC, Galveston Bay Processing LLC, FW GOM Pipeline, Inc., and GOM Shelf LLC, collectively, as Assignors, to QuarterNorth Energy LLC, as Assignee (the “**Co-Owned Assets Assignment**”):

File the **Co-Owned Assets Assignment** in the records maintained for each of the 4 ROWs, 2 RUEs and 30 Leases listed on the attached

**List of ROWs, RUEs and Leases for Document 5, under
Category 7 (Contracts, Agreements, and Conveyances)**

Pay.gov receipts totaling \$1,044 are attached.

6. Document 6: Bill of Sale, Assignment and Assumption Agreement (For Other Assets), dated effective August 27, 2021, from Fieldwood Energy LLC, Fieldwood Energy Inc., Dynamic Offshore Resources NS, LLC, Fieldwood Energy Offshore LLC, Fieldwood Onshore LLC, Fieldwood SD Offshore LLC, Fieldwood Offshore LLC, Bandon Oil and Gas GP, LLC, Bandon Oil and Gas, LP, Fieldwood Energy SP LLC, Galveston Bay Pipeline LLC, Galveston Bay Processing LLC, FW GOM Pipeline, Inc., and GOM Shelf LLC, collectively, as Assignors, to QuarterNorth Energy LLC, as Assignee (the “**Other Assets Assignment**”):

File the **Other Assets Assignment** in the records maintained for each of the 25 ROWs, 4 RUEs and 77 Leases listed on the attached **List of ROWs, RUEs and Leases for Document 6, under Category 7 (Contracts, Agreements, and Conveyances)**

Pay.gov receipts totaling \$3,074 are attached.

7. Document 7: Assignment of Mortgages and Amended and Restated Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement (First Lien), dated effective August 27, 2021, by and among Fieldwood Energy LLC, GOM Shelf LLC, Fieldwood Energy Offshore LLC, Bandon Oil and Gas, LP, and Dynamic Offshore Resources NS, LLC, collectively, as Existing Mortgagor, QuarterNorth Energy LLC as Mortgagor, Goldman Sachs Bank USA as Collateral Agent, as Mortgagee, and Cantor Fitzgerald Securities, as Existing Collateral Agent (the “**First Lien Assignment**”):

File the **First Lien Assignment** in the records maintained for each of the 29 ROWs, 6 RUEs and 107 Leases listed on the attached **List of ROWs, RUEs and Leases for Document 7, under Category 1 (Mortgage, Deed of Trust, Security Agreement)**

Pay.gov receipts totaling \$4,118 are attached.

8. Document 8: Multiple Indebtedness Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement (First Lien), dated effective August 27, 2021, from QuarterNorth Energy LLC, as Mortgagor, to Joe Powell, as Trustee, and to Goldman Sachs Bank USA, as Collateral Agent, as Mortgagee (the “**First Lien Mortgage**”):

File the **First Lien Mortgage** in the records maintained for each of the 29 ROWs, 6 RUEs and 107 Leases listed on the attached **List of ROWs, RUEs and Leases for Document 8 under Category 1 (Mortgage, Deed of Trust, Security Agreement)**

Pay.gov receipts totaling \$4,118 are attached.

9. Document 9: Assignment of Mortgages and Amended and Restated Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement (Second Lien), dated effective August 27, 2021, by and among Fieldwood Energy LLC, GOM Shelf LLC, Fieldwood Energy Offshore LLC, Bandon Oil and Gas, LP, and Dynamic Offshore Resources NS, LLC, collectively as Existing Mortgagor, QuarterNorth Energy LLC, as Mortgagor, and Cantor Fitzgerald Securities, as Collateral Agent, as Mortgagee and Cantor Fitzgerald Securities, as Existing Collateral Agent (the "**Second Lien Assignment**"):

File the **Second Lien Assignment** in the records maintained for each of the 29 ROWs, 6 RUEs and 107 Leases listed on the attached **List of ROWs, RUEs and Leases for Document 9** under **Category 1** (Mortgage, Deed of Trust, Security Agreement)

Pay.gov receipts totaling \$4,118 are attached.

10. Document 10: Multiple Indebtedness Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement (Second Lien), dated effective August 27, 2021, from QuarterNorth Energy LLC, as Mortgagor, to Peter Graf, as Trustee, and to Cantor Fitzgerald Securities, as Collateral Agent, as Mortgagee (the "**Second Lien Mortgage**"):

File the **Second Lien Mortgage** in the records maintained for each of the 29 ROWs, 6 RUEs and 107 Leases listed on the attached **List of ROWs, RUEs and Leases for Document 10** under **Category 1** (Mortgage, Deed of Trust, Security Agreement)

Pay.gov receipts totaling \$4,118 are attached.

11. Document 11: Affidavit with respect to (i) Divisive Merger by Fieldwood Energy LLC into Fieldwood Energy I LLC and Fieldwood Energy III LLC, (ii) Notice of the Division of Assets thereunder and (iii) Act of Deposit, by Thomas R. Lamme, the Senior Vice President of Fieldwood Energy LLC, as Affiant, dated August 26, 2021 (the "**Fieldwood I Affidavit**"):

File the **Fieldwood I Affidavit** in the records maintained for each of the 646 Leases listed on the attached **List of Leases for Document 11** under **Category 8** (Miscellaneous)

Pay.gov receipts totaling \$18,734 are attached.

12. Document 12: Multiple Indebtedness Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement (Standby Loan Agreement), dated effective August 27, 2021, by Fieldwood Energy I LLC and GOM Shelf LLC, collectively, as Mortgagor, and Peter J. Czerniakowski, as Trustee,

for the benefit of Apache Corporation, as Collateral Agent (the "**Standby Loan Agreement**"):

File the **Standby Loan Agreement** in the records maintained for each of the 552 Leases listed on the attached **List of Leases for Document 12** under **Category 1** (Mortgage, Deed of Trust, Security Agreement)

Pay.gov receipts totaling \$16,008 are attached.

13. Document 13: Affidavit with respect to (i) Divisive Merger by Fieldwood Energy III LLC, Fieldwood SD Offshore LLC, Bandon Oil and Gas, LP, Fieldwood Energy Offshore LLC and Dynamic Offshore Resources NS, LLC, into Fieldwood Energy III LLC, Fieldwood Energy IV LLC, Fieldwood SD Offshore, LLC, and Dynamic Offshore Resources NS, LLC, dated August 27, 2021, by Thomas R. Lamme, the Senior Vice President of Fieldwood Energy LLC, as Affiant (the "**Fieldwood III Affidavit**"):

File the **Fieldwood III Affidavit** in the records maintained for each of the 171 Leases listed on the attached **List of Leases for Document 13** under **Category 8** (Miscellaneous)

Pay.gov receipts totaling \$4,959 are attached.

It is necessary that each of the thirteen (13) documents identified above be filed in the consecutive order listed above without variation. Thus, if you have any questions or concerns about the documents or the requests made in this letter, please contact the undersigned at 713-217-2829. Thank you for your assistance in this matter.

Very truly yours,
Holland & Knight, LLP

By: 
Stacy Smith Brown

Attachments:

List of Leases for Document 1, Pay.gov receipt for Document 1, and copy of Document 1

List of ROWs and Leases for Document 2, Pay.gov receipts for Document 2, and copy of Document 2

List of Leases for Document 3, Pay.gov receipts for Document 3, and copy of Document 3

List of Leases for Document 4, Pay.gov receipts for Document 4, and copy of Document 4

List of ROWs, RUEs and Leases for Document 5, Pay.gov receipts for Document 5, and copy of Document 5

List of ROWs, RUEs and Leases for Document 6, Pay.gov receipts for Document 6, and copy of Document 6

List of ROWs, RUEs and Leases for Document 7, Pay.gov receipts for Document 7, and copy of Document 7

List of ROWs, RUEs and Leases for Document 8, Pay.gov receipts for Document 8, and copy of Document 8

List of ROWs, RUEs and Leases for Document 9, Pay.gov receipts for Document 9, and copy of Document 9

List of ROWs, RUEs and Leases for Document 10, Pay.gov receipts for Document 10, and copy of Document 10

List of Leases for Document 11, Pay.gov receipts for Document 11, and copy of Document 11

List of Leases for Document 12, Pay.gov receipts for Document 12, and copy of Document 12

List of Leases for Document 13, Pay.gov receipts for Document 13, and copy of Document 13

List of ROWs, RUEs and Leases for Document 10

Please file the **Second Lien Mortgage** in the records maintained for each of the 29 ROWs, 6 RUEs and 107 Leases listed below, under **Category 1** (Mortgage, Deed of Trust, Security Agreement)

No.	ROW
1	G03432
2	G09319
3	G09330
4	G09349
5	G12304
6	G15047
7	G16055
8	G17685
9	G17737
10	G17738
11	G23712
12	G23713
13	G28385
14	G28736
15	G28809
16	G28816
17	G28817
18	G28818
19	G28819
20	G28820
21	G29287
22	G29294
23	G29295
24	G29299
25	G29417
26	G29420
27	G29424
28	G29425
29	G29427

No.	RUE
1	G30201
2	G30267
3	G30329
4	G30342
5	G30352
6	G30354

No.	Lease
1	00020
2	00126
3	00127
4	00128
5	00129
6	00130
7	00131
8	00132
9	00133
10	00134
11	00174
12	00175
13	00176
14	00177
15	00179
16	00180
17	00181
18	00182
19	00786
20	00838
21	00839
22	G01192
23	G01449
24	G01497
25	G01498
26	G01609
27	G01874
28	G01989
29	G02136
30	G02592
31	G04000
32	G04421
33	G05889
34	G05900
35	G09522

No.	Lease
36	G09524
37	G10687
38	G10794
39	G11043
40	G12209
41	G12210
42	G13607
43	G13943
44	G13944
45	G14668
46	G15156
47	G15277
48	G16727
49	G18192
50	G19966
51	G20051
52	G21176
53	G21685
54	G21811
55	G21817
56	G24133
57	G24134
58	G24987
59	G26302
60	G27070
61	G27278
62	G27509
63	G27982
64	G28021
65	G28022
66	G28030
67	G31442
68	G32343
69	G32363
70	G33140
71	G33177
72	G33707
73	G33757
74	G34428
75	G34429
76	G34434
77	G34536

No.	Lease
78	G34537
79	G34539
80	G34878
81	G34879
82	G34880
83	G34966
84	G35805
85	G35806
86	G35825
87	G35828
88	G35963
89	G36021
90	G36122
91	G36231
92	G36362
93	G36400
94	G36401
95	G36405
96	G36476
97	G36537
98	G36538
99	G36540
100	G36544
101	G36545
102	G36557
103	G36566
104	G36772
105	G36773
106	G36814
107	G36880

Receipts for Document 10

Please see the attached pay.gov receipts totaling \$4,118 for the 29 ROWs, 6 RUEs and 107 Leases listed on **List of ROWs, RUEs and Leases for Document 10**.



Application Name: BOEM Non-Required - Required Document Filing - NR/RD

Card Number: *****2005



Receipt

Tracking Information

Pay.gov Tracking ID: 26TVQRAB

Agency Tracking ID: 76168476484

Form Name: BOEM Document Filing Application

Application Name: BOEM Non-Required - Required Document Filing - NR/RD

Payment Information

Payment Type: Debit or credit card

Payment Amount: \$174.00

Transaction Date: 11/11/2021 05:48:47 PM EST

Payment Date: 11/11/2021

Region: Gulf of Mexico

Name and Phone: Stacy Brown 713-217-2829

Submitting Company: QuarterNorth Energy LLC

Document Type: Mortgage, Deed of Trust, Security Agreement

Lease Numbers 1-25: 30201, 30267, 30329, 30342, 30352, 30354,,,,,,,,,,,,,,,,,,,,,

Lease Numbers 26-50:,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

Email Address: stacy.brown@hklaw.com

Account Information

Cardholder Name: G Brent Brown

Card Type: American Express

Card Number: *****2005



Receipt

Tracking Information

Pay.gov Tracking ID: 26TVQR84

Agency Tracking ID: 76168452988

Form Name: BOEM Document Filing Application

Application Name: BOEM Non-Required - Required Document Filing - NR/RD

Payment Information

Payment Type: Debit or credit card

Payment Amount: \$1,450.00

Transaction Date: 11/11/2021 05:31:19 PM EST

Payment Date: 11/11/2021

Region: Gulf of Mexico

Name and Phone: Stacy Brown 713-217-2829

Submitting Company: QuarterNorth Energy LLC

Document Type: Mortgage, Deed of Trust, Security Agreement

Lease Numbers 1-25: 00020, 00126, 00127, 00128, 00129, 00130, 00131, 00132, 00133, 00134, 00174, 00175, 00176, 00177, 00179, 00180, 00181, 00182, 00786, 00838, 00839, 01192, 01449, 01497, 01498

Lease Numbers 26-50: 01609, 01874, 01989, 02136, 02592, 04000, 04421, 05889, 05900, 09522, 09524, 10687, 10794, 11043, 12209, 12210, 13607, 13943, 13944, 14668, 15156, 15277, 16727, 18192, 19966

Email Address: stacy.brown@hklaw.com

Account Information

Cardholder Name: G Brent Brown

Card Type: American Express

Card Number: *****2005



Receipt

Tracking Information

Pay.gov Tracking ID: 26TVQR8Q

Agency Tracking ID: 76168455604

Form Name: BOEM Document Filing Application

Application Name: BOEM Non-Required - Required Document Filing - NR/RD

Payment Information

Payment Type: Debit or credit card

Payment Amount: \$1,450.00

Transaction Date: 11/11/2021 05:38:01 PM EST

Payment Date: 11/11/2021

Region: Gulf of Mexico

Name and Phone: Stacy Brown 713-217-2829

Submitting Company: QuarterNorth Energy LLC

Document Type: Mortgage, Deed of Trust, Security Agreement

Lease Numbers 1-25: 20051, 21176, 21685, 21811, 21817, 24133, 24134, 24987, 26302, 27070, 27278, 27509, 27982, 28021, 28022, 28030, 31442, 32343, 32363, 33140, 33177, 33707, 33757, 34428, 34429

Lease Numbers 26-50: 34434, 34536, 34537, 34539, 34878, 34879, 34880, 34966, 35805, 35806, 35825, 35828, 35963, 36021, 36122, 36231, 36362, 36400, 36401, 36405, 36476, 36537, 36538, 36540, 36544

Email Address: stacy.brown@hklaw.com

Account Information

Cardholder Name: G Brent Brown

Card Type: American Express

Card Number: *****2005



Receipt

Tracking Information

Pay.gov Tracking ID: 26TVQR9K

Agency Tracking ID: 76168458575

Form Name: BOEM Document Filing Application

Application Name: BOEM Non-Required - Required Document Filing - NR/RD

Payment Information

Payment Type: Debit or credit card

Payment Amount: \$203.00

Transaction Date: 11/11/2021 05:43:08 PM EST

Payment Date: 11/11/2021

Region: Gulf of Mexico

Name and Phone: Stacy Brown 713-217-2829

Submitting Company: QuarterNorth Energy LLC

Document Type: Mortgage, Deed of Trust, Security Agreement

Lease Numbers 1-25: 36545, 36557, 36566, 36772, 36773, 36814, 36880,,,,,,,,,,,,,,,,,,,,,

Lease Numbers 26-50:,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

Email Address: stacy.brown@hklaw.com

Account Information

Cardholder Name: G Brent Brown

Card Type: American Express

Card Number: *****2005

Document 10

Multiple Indebtedness Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement (Second Lien), dated effective August 27, 2021, from QuarterNorth Energy LLC, as Mortgagor, to Peter Graf, as Trustee, and to Cantor Fitzgerald Securities, as Collateral Agent, as Mortgagee (the "**Second Lien Mortgage**")

See attached.

EXECUTION VERSION

RECEIVED
NOV 16 2021
ADJUDICATION SECTION

(AL, LA, MS, TX)

PREPARED BY, AND WHEN RECORDED OR
FILED, PLEASE RETURN TO:

Lawrence R. Plotkin
Davis Polk & Wardwell LLP
c/o Real Estate Department
450 Lexington Avenue
New York, NY 10017

MULTIPLE INDEBTEDNESS MORTGAGE, DEED OF TRUST, ASSIGNMENT OF AS-
EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING AND
FINANCING STATEMENT
(SECOND LIEN)

FROM

QUARTERNORTH ENERGY LLC, a Delaware limited liability company,
(Organizational ID: 5963987), as Mortgagor,

TO

PETER GRAF, as Trustee

AND TO

CANTOR FITZGERALD SECURITIES,
as Collateral Agent, as Mortgagee

A CARBON, PHOTOGRAPHIC, OR OTHER REPRODUCTION OF THIS INSTRUMENT IS SUFFICIENT AS A FINANCING STATEMENT.

A POWER OF SALE HAS BEEN GRANTED IN THIS INSTRUMENT. IN CERTAIN STATES, A POWER OF SALE MAY ALLOW THE TRUSTEE OR THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS INSTRUMENT.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES.

THIS INSTRUMENT COVERS PROCEEDS OF MORTGAGED PROPERTY.

THIS INSTRUMENT COVERS MINERALS, AS-EXTRACTED COLLATERAL AND OTHER SUBSTANCES OF VALUE THAT MAY BE EXTRACTED FROM THE EARTH (INCLUDING WITHOUT LIMITATION OIL AND GAS) AND THE ACCOUNTS RELATED THERETO, WHICH WILL BE FINANCED AT THE WELLHEADS OF THE WELL OR WELLS LOCATED ON THE PROPERTIES DESCRIBED IN EXHIBIT A HERETO. THIS FINANCING STATEMENT IS TO BE FILED OR FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OR SIMILAR RECORDS OF THE RECORDERS OF THE COUNTIES LISTED ON THE EXHIBITS HERETO. THE MORTGAGOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE AND IMMOVABLE PROPERTY CONCERNED, WHICH INTEREST IS DESCRIBED IN THE EXHIBITS ATTACHED HERETO.

PORTIONS OF THE MORTGAGED PROPERTY ARE GOODS THAT ARE OR ARE TO BECOME AFFIXED TO OR FIXTURES ON THE LAND DESCRIBED IN OR REFERRED TO IN THE EXHIBIT HERETO. THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD OR RECORDED, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OR SIMILAR RECORDS OF EACH COUNTY IN WHICH SAID LAND OR ANY PORTION THEREOF IS LOCATED OR WHICH IS ADJACENT TO THE OUTER CONTINENTAL SHELF. THE MORTGAGOR IS THE OWNER OF RECORD INTEREST IN THE REAL ESTATE CONCERNED. THIS INSTRUMENT IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS OR THE UCC RECORDS.

To the Clerk of Mobile and Baldwin Counties, Alabama:

PURSUANT TO 11 USC §1146(A) AND THAT CERTAIN ORDER CONFIRMING EIGHTH AMENDED JOINT CHAPTER 11 PLAN OF FIELDWOOD ENERGY LLC AND ITS AFFILIATED DEBTORS ENTERED IN THE UNITED STATES BANKRUPTCY COURT, SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION, ON JUNE 25, 2021 (CASE NO. 20-33948), NO TAX IS PAYABLE OR DUE IN CONNECTION WITH THE FILING OR RECORDATION OF THIS INSTRUMENT.

Line of Credit Mortgage. THIS MORTGAGE ALSO SECURES A LINE OF CREDIT AS DEFINED IN MISS. CODE ANN. § 89-1-49 SUCH THAT SATISFACTION OF RECORD SHALL ONLY BE ACCOMPLISHED AND EXTINGUISHMENT SHALL ONLY OCCUR AS PROVIDED IN SUBSECTION (5) OF MISS. CODE ANN. § 89-5-21.

THIS MULTIPLE INDEBTEDNESS MORTGAGE, DEED OF TRUST, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT (this "Mortgage") is entered into effective as of August 27th, 2021 (the "Effective Date") by QUARTERNORTH ENERGY LLC, a Delaware limited liability company, whose federal tax identification number is XX-XXX3411 (the "Mortgagor"), whose mailing address is 2000 W. Sam Houston Pkwy. S., Suite 1200, Houston, Harris County, TX 77042, Attn: Mike Dane, Chief Financial Officer, in favor of (i) PETER GRAF, as Trustee for the benefit of CANTOR FITZGERALD SECURITIES, whose mailing address is 1801 N. Military Trail, Suite 202, Boca Raton, Florida 33431, Attention: N. Horning (Fieldwood Administrative Agency), acting in its capacity as Collateral Agent (as defined in the Credit Agreement (as hereinafter defined)) for its benefit and the benefit of the Other Secured Persons (as hereinafter defined) (the "Mortgagee"), and (ii) Mortgagee, for its benefit and the benefit of the Other Secured Persons, in each case with respect to all Mortgaged Properties (as hereinafter defined) and with respect to all UCC Collateral (as hereinafter defined),

RECITALS

WHEREAS, QuarterNorth Energy Inc., a Delaware corporation ("Holdings"), QuarterNorth Energy Holding Inc., a Delaware corporation (the "Borrower"), the lenders from time to time party thereto (the "Lenders") and the Mortgagee, as Administrative Agent and Collateral Agent (as each such term is defined in the Credit Agreement) executed that certain Second Lien Credit Agreement, dated as of the date hereof (the "Credit Agreement") pursuant to which, upon the terms and conditions stated therein, the Lenders agreed to make loans and other extensions of credit to the Borrower; and

WHEREAS, the Mortgagor is a wholly-owned subsidiary of the Borrower; and

WHEREAS, the Mortgagor, each of the other signatories thereto, and Mortgagee executed a Guarantee Agreement, dated as of the date hereof (such agreement, as may from time to time be amended, restated, supplemented or otherwise modified, the "Guarantee") pursuant to which, upon terms and conditions stated therein, the Mortgagor has agreed to guarantee the obligations under the Secured Transaction Documents (as hereinafter defined); and

WHEREAS, the Mortgagee and the Other Secured Persons have conditioned their obligations under the Credit Agreement (collectively, the "Secured Transaction Documents") upon the execution and delivery by the Mortgagor of this Mortgage, and the Mortgagor has agreed to enter into this Mortgage to secure all obligations owing to the Mortgagee and the Other Secured Persons (as hereinafter defined) under the Secured Transaction Documents and the other Loan Documents (as defined in the Credit Agreement).

THEREFORE, in order to comply with the terms and conditions of the Secured Transaction Documents and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby agrees as follows:

SECTION 1 DEFINITIONS

1.1 Terms Defined Above. As used in this Mortgage, each term defined above has the meaning indicated above.

1.2 UCC and Other Defined Terms. Each capitalized term used in this Mortgage and not defined in this Mortgage shall have the meaning ascribed to such term in the Credit Agreement. Any capitalized term not defined in either this Mortgage or the Credit Agreement shall have the meaning ascribed to such term in the Applicable UCC. The rules of construction and other interpretive provisions specified in Section 1.02 of the Credit Agreement shall apply to this Mortgage, including terms defined in the preamble and recitals to this Mortgage.

1.3 Definitions.

“Applicable UCC” means the provisions of the Uniform Commercial Code presently in effect in the jurisdiction in which the relevant UCC Collateral is situated or that otherwise is applicable to the creation or perfection of the Liens described herein or the rights and remedies of Mortgagee under this Mortgage.

“Collateral” means collectively all the Mortgaged Property and all the UCC Collateral.

“Deed of Trust Properties” means that portion of the Mortgaged Property located in the States of Texas or Mississippi, or which are located within (or cover or relate to properties located within) the Outer Continental Shelf or other offshore area adjacent to the States of Texas or Mississippi over which the United States of America asserts jurisdiction and to which the laws of the States of Texas or Mississippi are applicable with respect to this Mortgage and/or the Liens or security interests created hereby.

“Event of Default” has the meaning ascribed to such term in Section 5.1.

“Fixture” means any Oil and Gas Property, fixtures or immovable properties which as a result of being incorporated into realty or structures or improvements located therein or thereon, with the intent that they remain there permanently, or which, to the extent the laws of the State of Louisiana may be applicable thereto, constitute goods, that after placement on or incorporation in an immovable have become a component part of such immovable under Louisiana law, and which constitute fixtures or immovable properties under the laws applicable where such Oil and Gas Property is located.

“Future Advances” means future obligations and future advances that the Mortgagee or any Other Secured Person may make pursuant to any Secured Transaction Document.

“Hydrocarbon Interests” means all rights, titles, interests and estates now owned or hereafter acquired by the Mortgagor in and to the oil and gas leases, oil, gas and mineral leases, wellbore interests, and/or other liquid or gaseous hydrocarbon leases, mineral fee interests, overriding royalty and royalty interests, net profit interests and production payment interests, and other interests and estates and the lands and premises covered or affected thereby, including any

reserved or residual interests of whatever nature, in each case, that are described on Exhibit A (or in any instrument or document described or referred to in Exhibit A).

“Hydrocarbons” means all oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined or separated therefrom and all other minerals that may be produced and saved from or attributable to the Oil and Gas Properties, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests or other properties constituting Oil and Gas Properties.

“Indemnified Parties” means the Trustee, the Mortgagee, each Other Secured Person and their Related Parties.

“Mortgaged Property” means the Oil and Gas Properties and other properties and assets described in Section 2.1(a) through Section 2.1(e).

“Obligations” has the meaning assigned to such term in Section 2.3.

“Oil and Gas Properties” means (a) the Hydrocarbon Interests; (b) the properties now or hereafter pooled or unitized with the Hydrocarbon Interests; (c) all presently existing or future unitization, communitization, pooling agreements and declarations of pooled units and the units created thereby (including without limitation all units created under orders, regulations and rules or other official acts of any Governmental Authority and units created solely among working interest owners pursuant to operating agreements or otherwise) that may affect all or any portion of the Hydrocarbon Interests; (d) all operating agreements, contracts and other agreements, including, without limitation, production sharing contracts and agreements, production sales contracts, farmout agreements, farm-in agreements, area of mutual interest agreements, and equipment leases, described or referred to in this Mortgage or that relate to any of the Hydrocarbon Interests or interests in the Hydrocarbon Interests or the production, sale, purchase, exchange, processing, handling, storage, transporting or marketing of the Hydrocarbons from or attributable to such Hydrocarbon Interests; (e) all Hydrocarbons in and under and which may be produced and saved or attributable to the Hydrocarbon Interests, the lands pooled or unitized therewith and the Mortgagor’s interests therein, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests, the lands pooled or unitized therewith and the Mortgagor’s interests therein; and (f) all tenements, hereditaments, appurtenances and properties in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests, the rights, titles, interests and estates described or referred to above, that are now owned or that are hereafter acquired by the Mortgagor, including, without limitation, any and all property, real or personal, immovable or moveable, now owned or hereafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or property or the lands pooled or unitized therewith, including any and all oil wells, gas wells, injection wells or other wells, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, field gathering systems, gas processing plants, pipeline systems, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements, servitudes, licenses and other surface and subsurface rights, together with all additions,

substitutions, replacements, accessions and attachments to any and all of the foregoing (including without limitation those rights of ways and right of use easements described on Exhibit A).

“Other Mortgaged Properties” means that portion of the Mortgaged Property located in the States of Alabama or Louisiana, or which are located within (or cover or relate to properties located within) the Outer Continental Shelf or other offshore area adjacent to the States of Alabama or Louisiana over which the United States of America asserts jurisdiction and to which the laws of the States of Alabama or Louisiana are applicable with respect to this Mortgage and/or the Liens or security interests created hereby.

“Other Secured Persons” means each Secured Party.

“Permitted Encumbrances” means the Permitted Liens.

“Termination Date” shall mean the date on which all Obligations are paid in full (other than contingent indemnification obligations not then due).

“Trustee” means Peter Graf, whose address for notice hereunder is c/o Republic Title of Texas, Inc., 2626 Howell Street, 10th Floor, Dallas, TX 75204, Telephone No.: (214) 855-8836, and any successors and substitutes in trust hereunder.

“UCC Collateral” means the property and other assets described in Section 2.2.

SECTION 2 GRANT OF LIEN AND OBLIGATIONS

2.1. Grant of Liens. To secure payment of the Obligations when due, the Mortgagor does by these presents hereby:

GRANT, BARGAIN, SELL, WARRANT, MORTGAGE, ASSIGN, TRANSFER, PLEDGE, HYPOTHECATE and CONVEY to the Trustee WITH A POWER OF SALE, for the use and benefit of the Mortgagee and the Other Secured Persons, all of the following properties, rights and interests relating to the Deed of Trust Properties; and

GRANT, BARGAIN, SELL, CONVEY, MORTGAGE, ASSIGN, WARRANT, PLEDGE AND HYPOTHECATE to Mortgagee, with mortgage covenants, and upon the statutory mortgage condition for the breach of which this Mortgage may be subject to foreclosure as provided by law, and grant to Mortgagee a POWER OF SALE (pursuant to this Mortgage and applicable law) with respect to, all of the following properties, rights and interests relating to the Other Mortgaged Properties:

(a) All rights, titles, interests and estates now owned or hereafter acquired by the Mortgagor in and to the Oil and Gas Properties.

(b) All rights, titles, interests and estates now owned or hereafter acquired by the Mortgagor in and to all Hydrocarbons.

(c) Any property that may from time to time hereafter, by delivery or by writing of any kind, be subjected to the Liens hereof by the Mortgagor or by anyone on the Mortgagor's behalf; and the Trustee and/or the Mortgagee are hereby authorized to receive the same at any time as additional security hereunder.

(d) All of the rights, titles and interests of every nature whatsoever now owned or hereafter acquired by the Mortgagor in and to the Oil and Gas Properties and all other rights, titles, interests and estates and every part and parcel thereof, including, without limitation, any rights, titles, interests and estates as the same may be enlarged by the discharge of any payments out of production or by the removal of any charges or Permitted Encumbrances to which any of such Oil and Gas Properties or other rights, titles, interests or estates are subject or otherwise; all rights of the Mortgagor to Liens securing payment of proceeds from the sale of production from any of such Oil and Gas Properties, together with any and all renewals and extensions of any of such related rights, titles, interests or estates; all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described or mentioned above; and any and all additional interests of any kind hereafter acquired by the Mortgagor in and to such related rights, titles, interests or estates.

(e) All of the Mortgagor's rights, titles and interests in and to all surface fees, fee estates, fee simple estates, leasehold estates or otherwise described in Exhibit A (or in any instrument or document described or referred to in Exhibit A), and, if any, all compressor sites, settling ponds, equipment or pipe yards, office sites and all property and fixtures located thereon, whether such surface fees, fee estates, fee simple estates, leasehold estates, compressor sites, settling ponds, equipment or pipe yards, office sites, or otherwise are now owned or hereafter acquired by the Mortgagor, together with all present and future rights, titles, easements and estates now owned or hereafter acquired by the Mortgagor under or in connection with such interest.

TO HAVE AND TO HOLD (i) the Deed of Trust Properties unto Trustee, and Trustee's successors or substitutes in this trust, and to Trustee's or their successors and assigns, in trust, for the benefit of the Mortgagee, acting in the capacity as Collateral Agent for the benefit of Trustee and the Other Secured Persons, upon the terms, provisions and conditions herein set forth, and (ii) the Other Mortgaged Properties unto Mortgagee, and Mortgagee's successors and assigns, for the ratable benefit of the Mortgagee and Other Secured Persons, upon the terms, provisions and conditions herein set forth.

It is the intention of the Mortgagor and the Mortgagee herein to cover and affect hereby all interests that the Mortgagor may now own or may hereafter acquire in and to the interests and Oil and Gas Properties described on Exhibit A (or in any instrument or document described or referred to in Exhibit A), even though the Mortgagor's interests or the property be incorrectly described on Exhibit A (or in any instrument or document described or referred to in Exhibit A) or a description of a part or all of the interests or property described on Exhibit A (or in any instrument or document described or referred to in Exhibit A) or the Mortgagor's interests therein be omitted, and notwithstanding that the interests as specified on Exhibit A (or in any instrument or document described or referred to in Exhibit A) may be limited to particular lands, specified depths or particular types of property interests.

Notwithstanding any provision in this Mortgage to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Regulation) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of "Mortgaged Property" and no Building or Manufactured (Mobile) Home is hereby encumbered by this Mortgage. As used herein, "Flood Insurance Regulations" shall mean (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001, et seq.), as the same may be amended or recodified from time to time, and (iv) the Flood Insurance Reform Act of 2004 and any regulations promulgated thereunder.

2.2. Grant of Security Interest. To further secure payment of the Obligations when due, the Mortgagor hereby grants to the Mortgagee, for its benefit and the benefit of the Other Secured Persons, a security interest in and to all of the following (whether now or hereafter acquired by operation of law or otherwise):

(a) all As-Extracted Collateral (including oil and gas and all other minerals of value that may be extracted from the ground) and accounts financed at the wellhead or minehead of wells or mines from or attributable to the Oil and Gas Properties;

(b) all Fixtures on the Mortgaged Property described or to which reference is made herein or on Exhibit A;

(c) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security, guarantees and other Supporting Obligations given with respect to any of the foregoing; and

(d) all rights, titles, interests and estates now owned or hereafter acquired by the Mortgagor in and to all geological, geophysical, engineering, accounting, title and other technical or business data concerning the Oil and Gas Properties or the Hydrocarbons, and all books, files, records, magnetic media, computer records and other forms of recording or obtaining access to such data.

2.3. Obligations. This Mortgage is executed and delivered by the Mortgagor to secure the payment and performance when due of the following (the "Obligations"): all Loan Obligations, all Erroneous Payment Subrogation Rights and all penalties, fees, indemnifications, reimbursements, damages and other liabilities payable thereunder (including, in each case, interest and any other of the foregoing amounts that, but for the filing of a petition in bankruptcy with respect to such Credit Party, would have accrued on any of the foregoing, whether or not a claim is allowed against such Credit Party for such interest in the related bankruptcy proceeding).

2.4. Fixture Filing, Etc. Without in any manner limiting the generality of any of the other provisions of this Mortgage: (i) some portions of the goods described or to which reference is made herein are or are to become Fixtures on the land described or to which reference is made herein or on Exhibit A; (ii) the security interests created hereby under applicable provisions of the Applicable UCC will attach to all As-Extracted Collateral (including oil and gas and all other minerals of value that may be extracted from the ground) and accounts financed at the wellhead or

minehead of wells or mines and all other Hydrocarbons; (iii) this Mortgage is to be filed of record in the real estate records or other appropriate records as a financing statement; and (iv) the Mortgagor represents and warrants that it is the record owner of the real estate or interests in the real estate or immoveable property comprised of the Mortgaged Property. For purposes hereof, Mortgagor is the debtor and Mortgagee is the secured party, with addresses as set forth in Section 7.12 below.

2.5. Pro Rata Benefit. This Mortgage is executed and granted for the pro rata benefit and security of the Mortgagee and the Other Secured Persons to secure the Obligations for so long as same remains unsatisfied or unpaid, as applicable, and thereafter until the Termination Date.

2.6. Excluded Properties. Notwithstanding anything herein to the contrary, in no event shall the Mortgaged Property include, and the Mortgagor shall not be deemed to have granted a Lien under this Mortgage in, any of the Mortgagor's right, title or interest in any of the following property but only to the extent such property constitutes personal property (and for the avoidance of doubt, not (i) real or immovable property, including the Hydrocarbon Interests, (ii) Hydrocarbons or (iii) As-Extracted Collateral or Fixtures):

(a) (i) any personal property to the extent that such grant of a Lien requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law, (ii) any personal property to the extent that such grant of a Lien is (x) prohibited by, or constitutes a breach or default under, or results in (or would result in) the termination of (or would give any other party a right of termination of), or requires any consent not obtained under, any Contractual Requirement or (y) otherwise constitutes or results (or would result) in the abandonment, invalidation or unenforceability of (or would give any other party a right of abandonment, invalidation or unenforceability of) any right, title or interest of the Mortgagor under any Contractual Requirement, except, in each case, to the extent that such Requirement of Law or the term in such Contractual Requirement or equity holder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable Requirements of Law or purports to prohibit the granting of a Lien over all assets of the Mortgagor or (iii) any personal property to the extent that such grant of a Lien would result in the forfeiture of the Mortgagor's rights in the personal property; provided, however, that the foregoing exclusions in each case shall not apply to the extent that any such prohibition, default or other term would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the Applicable UCC (and if Alabama is the Applicable UCC, 9A-406, 9A-407, 9A-408 or 9A-409) of any relevant jurisdiction or any other applicable Requirement of Law; and provided, further, that the Mortgagor shall be deemed to have granted a Lien in all its rights, title and interests in any portion of such personal property that does not result in any of the consequences specified above including any Proceeds of such personal property; or

(b) any personal property constituting "Excluded Assets" as such term is defined in the Collateral Agreement.

For the avoidance of doubt, nothing in this Section 2.6 shall be deemed to negate Section 5.17 of the Credit Agreement.

2.7. Maturity. The Obligations have an initial maturity date of August 27th, 2026, subject to rights of acceleration or prepayment.

2.8. Loans; Maximum Amount.

(a) As to any Mortgaged Property located in the State of Louisiana, or located within the offshore area over which the United States of America asserts jurisdiction and to which the laws of such State are applicable, the Obligations secured by such Mortgaged Property shall not, at any time or from time to time, exceed an aggregate maximum amount of \$10,000,000,000.

(b) As to any Mortgaged Property located in the State of Alabama, or located within the offshore area over which the United States of America asserts jurisdiction and to which the laws of such State are applicable, the Obligations secured by such Mortgaged Property shall not, at any time or from time to time, exceed an aggregate amount of \$250,000,000.

(c) As to all other Mortgaged Property the Mortgagor declares that the principal amount of all loans that the Lenders have committed to advance on the date hereof shall not exceed \$1,200,000,000.

SECTION 3
ASSIGNMENT OF AS-EXTRACTED COLLATERAL

3.1. Assignment.

(a) The Mortgagor has absolutely and unconditionally assigned, transferred, conveyed and granted a security interest, and does hereby absolutely and unconditionally assign, transfer, convey and grant a security interest, to the Mortgagee, for its benefit and the benefit of the Other Secured Persons in and to the property described in Sections 2.1 and 2.2, including, without limitation, all of its As-Extracted Collateral (including oil and gas and all other minerals of value that may be extracted from the ground) and accounts financed at the wellhead or minehead of wells or mines from or attributable to the Oil and Gas Properties and all of the revenue and proceeds now and hereafter attributable to such Oil and Gas Properties.

(b) If an Event of Default shall occur and only for so long as such Event of Default shall be continuing, after written notice is provided to the Mortgagor by the Mortgagee, and to the extent permitted by applicable Requirement of Law:

(i) All Hydrocarbons and products thereof shall be delivered into pipe lines connected with the Mortgaged Property, or to the purchaser thereof, to the credit of the Mortgagee, for its benefit and the benefit of the Other Secured Persons and all such revenues and proceeds thereof shall be paid directly to the Mortgagee, at its offices as designated by Mortgagee from time to time, with no duty or obligation of any party paying the same to inquire into the rights of the Mortgagee to receive the same, what application is made thereof, or as to any other matter;

(ii) The Mortgagor agrees to perform all such acts, and to execute all such further assignments, transfers and division orders and other instruments as may be reasonably required or desired by the Mortgagee, after receipt of a written request from the Mortgagee, in order to have said proceeds and revenues so paid to the Mortgagee and, in addition to any and all

rights of a secured party under Sections 9-607 and 9-609 of the Applicable UCC (and if Alabama is the Applicable UCC, 9A-607 and 9A-609), the Mortgagee is fully authorized to receive and receipt for said revenues and proceeds, to endorse and cash any and all checks and drafts payable to the order of the Mortgagor or the Mortgagee for the account of the Mortgagor received from or in connection with said revenues or proceeds and to hold the proceeds thereof in a Deposit Account with the Mortgagee, a Lender or other acceptable commercial bank at Mortgagee's selection as additional collateral securing the Obligations, and to execute transfer and division orders in the name of the Mortgagor, or otherwise, with warranties binding the Mortgagor (all proceeds received by the Mortgagee pursuant to this grant and assignment shall be applied as provided in Section 5.14);

(iii) The Mortgagee shall not be liable for any delay, neglect or failure to effect collection of any proceeds or to take any other action in connection therewith or hereunder, but the Mortgagee shall have the right, at its election after written notice is provided to the Mortgagor, in the name of the Mortgagor or otherwise, to prosecute and defend any and all actions or legal proceedings deemed advisable by the Mortgagee in order to collect such funds and to protect the interests of the Mortgagee and/or the Mortgagor, with all costs, expenses and attorneys' fees incurred in connection therewith being paid by the Mortgagor; and

(iv) The Mortgagor hereby appoints the Mortgagee as its attorney-in-fact to pursue any and all rights of the Mortgagor to Liens in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons, which power of attorney shall be coupled with an interest and shall be irrevocable until the Termination Date.

(c) The Mortgagor does hereby specifically agree that third-parties shall be entitled to rely, and shall be fully protected in relying, upon any written notice by the Mortgagee that an Event of Default has occurred and is continuing for the purposes of clause (b) above.

3.2. No Modification of Payment Obligations. Nothing herein contained shall modify or otherwise alter the obligation of the Mortgagor to make prompt payment of all amounts constituting Obligations when and as the same become due regardless of whether the proceeds of the As-Extracted Collateral and Hydrocarbons are sufficient to pay the same and the rights provided in accordance with the foregoing assignment provision shall be cumulative of all other security of any and every character now or hereafter existing to secure payment of the Obligations. Nothing in this Article III is intended to be an acceptance of Collateral in satisfaction of the Obligations.

SECTION 4 REPRESENTATIONS, WARRANTIES AND COVENANTS

The Mortgagor hereby represents, warrants and covenants as follows:

4.1. Title. Assuming that all applicable Governmental Authorities (including the Bureau of Ocean Energy Management) have granted approvals, made recordations and taken such other actions as are necessary in connection with the Transactions and any assignments made in connection therewith, the Mortgagor has good and defensible title to and is possessed of the Hydrocarbon Interests and has good title to the UCC Collateral, except where the failure to have

such title would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Collateral is free of all Liens except Permitted Encumbrances.

4.2. Defend Title. This Mortgage is, and always will be kept, as a Lien upon the Collateral, having the priority specified in, and subject to the terms of, the Intercreditor Agreement and any Permitted Encumbrances (provided that Permitted Encumbrances may exist and attach to the Mortgaged Properties and may have whatever priority such Liens have under applicable law, provided that for the avoidance of doubt, (x) no intent to subordinate priority of the Liens created hereby is intended or to be inferred by the existence thereof and (y) any Liens securing the "Obligations" under the FLTL Credit Agreement Documents shall be subject to the Intercreditor Agreement). The Mortgagor will not create or suffer to be created or permit to exist any Lien, security interest or charge prior or junior to or on a parity with the Lien of this Mortgage upon the Collateral or any part thereof other than Permitted Encumbrances. Subject to any Permitted Encumbrances, the Mortgagor will warrant and defend the title to the Collateral against the claims and demands of all other Persons whomsoever and will maintain and preserve the Lien created hereby (and its priority) until the Termination Date. If (i) an adverse claim be made against or a cloud develop upon the title to any part of the Collateral other than, subject to the terms of the Intercreditor Agreement, if applicable, a Permitted Encumbrance or (ii) any Person shall challenge the priority or validity of the Liens created by this Mortgage, then the Mortgagor agrees to defend immediately against such adverse claim or take appropriate action to remove such cloud, in each case, at the Mortgagor's sole cost and expense. The Mortgagor further agrees that the Trustee and/or the Mortgagee may take such other action as they deem advisable to protect and preserve their interests in the Collateral, and in such event the Mortgagor will indemnify the Trustee and/or the Mortgagee against any and all cost, attorneys' fees and other expenses that they may incur in defending against any such adverse claim or taking action to remove any such cloud. For the avoidance of doubt, Section 4.1 and this Section 4.2 shall not restrict, and are subject to, any disposition permitted by Section 5.09 of the Credit Agreement.

4.3. Not a Foreign Person. The Mortgagor is not a "foreign person" within the meaning of the Code, Sections 1445 and 7701 (i.e., the Mortgagor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and any regulations promulgated thereunder).

SECTION 5 RIGHTS AND REMEDIES

5.1. Event of Default. An Event of Default under the Credit Agreement shall be an "Event of Default" under this Mortgage.

5.2. Foreclosure and Sale.

(a) If an Event of Default shall occur and be continuing, to the extent provided by applicable Requirement of Law, the Mortgagee shall have the right and option to proceed with foreclosure (or to direct the Trustee to proceed with foreclosure) and to sell all or any portion of such Mortgaged Property at one or more sales, as an entirety or in parcels, at such place or places in otherwise such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as the Mortgagee may deem appropriate, and to make conveyance to the

purchaser or purchasers. Where the Mortgaged Property is situated in (or adjacent to, in the case of offshore properties) more than one jurisdiction, notice as above provided shall be posted and filed in all such jurisdictions (if such notices are required by law), and all such Mortgaged Property may be sold in any such jurisdiction and any such notice shall designate the jurisdiction where such Mortgaged Property is to be sold. Nothing contained in this Section 5.2 shall be construed so as to limit in any way any rights to sell the Mortgaged Property or any portion thereof by private sale if and to the extent that such private sale is permitted under the Requirement of Law of the applicable jurisdiction or by public or private sale after entry of a judgment by any court of competent jurisdiction so ordering. The Mortgagor hereby irrevocably appoints, effective upon the occurrence and during the continuance of an Event of Default, the Trustee and the Mortgagee, with full power of substitution, to be the attorney-in-fact of the Mortgagor and in the name and on behalf of the Mortgagor to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices that the Mortgagor ought to execute and deliver and do and perform any and all such acts and things that the Mortgagor ought to do and perform under the covenants herein contained and generally, to use the name of the Mortgagor in the exercise of all or any of the powers hereby conferred on the Trustee and/or the Mortgagee. At any such sale: (i) whether made under the power herein contained or any other legal enactment, or by virtue of any judicial proceedings or any other legal right, remedy or recourse, it shall not be necessary for the Trustee or the Mortgagee, as appropriate, to be physically present, or to have constructive possession of, the Mortgaged Property (the Mortgagor hereby covenanting and agreeing to deliver any portion of the Mortgaged Property not actually or constructively possessed by the Trustee or the Mortgagee immediately upon the Mortgagee's demand) and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale, (ii) each instrument of conveyance executed by the Trustee or the Mortgagee shall contain a special (or statutory in Alabama) warranty of title, binding upon the Mortgagor and its successors and assigns, (iii) each and every recital contained in any instrument of conveyance made by the Trustee or the Mortgagee shall conclusively establish the truth and accuracy of the matters recited therein, including, without limitation, nonpayment of the Obligations, advertisement and conduct of such sale in the manner provided herein and otherwise by law and appointment of any successor trustee hereunder, (iv) any and all prerequisites to the validity thereof shall be conclusively presumed to have been performed, (v) the receipt of the Trustee, Mortgagee or of such other party or officer making the sale shall be a sufficient discharge to the purchaser or purchasers for its purchase money and no such purchaser or purchasers, or its assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money, or be in any way answerable for any loss, misapplication or nonapplication thereof, (vi) to the fullest extent permitted by law, the Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against the Mortgagor, and against any and all other persons claiming or to claim the property sold or any part thereof, by, through or under the Mortgagor, and (vii) to the extent and under such circumstances as are permitted by law, the Mortgagee may be a purchaser at any such sale, and shall have the right, after paying or accounting for all costs of said sale or sales, to credit the amount of the bid upon the amount of the Obligations (in the order of priority set forth in Section 5.14) in lieu of cash payment.

(b) If an Event of Default shall occur and be continuing, then (i) the Mortgagee shall be entitled to all of the rights, powers and remedies afforded a secured party by the Applicable

UCC with reference to the UCC Collateral and/or (ii) the Trustee or the Mortgagee may proceed as to any Collateral in accordance with the rights and remedies granted under this Mortgage or applicable law in respect of the Collateral. Such rights, powers and remedies shall be cumulative and in addition to those granted to the Trustee or the Mortgagee under any other provision of this Mortgage or under any other Loan Document. Written notice mailed to the Mortgagor as provided herein at least ten (10) days prior to the date of public sale of any part of the Collateral that is personal property subject to the provisions of the Applicable UCC, or prior to the date after which private sale of any such part of the Collateral will be made, shall constitute reasonable notice.

(c) Cumulative of the foregoing and the other provisions of this Section 5.2:

(i) State of Texas: As to any portion of the Deed of Trust Properties located in the State of Texas (or within the offshore area over which the United States of America asserts jurisdiction and to which the laws of such state are applicable with respect to this Mortgage and/or the Liens or security interests created hereby), such sales of all or any part of such Deed of Trust Properties shall be conducted within any county (whether or not the counties in which such Deed of Trust Properties are located are contiguous) in the State of Texas in which any part of such Deed of Trust Properties is situated or which lies shoreward of any Deed of Trust Property (i.e., to the extent a particular Deed of Trust Mortgaged Property lies offshore within the reasonable projected seaward extension of the relevant county boundary), in accordance with the provisions of Chapter 51 of the Texas Property Code (or any successor statutes of the State of Texas then in force governing sales of real estate under powers conferred by deed of trust), after having given notice of such sale in accordance with such statutes.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW TRUSTEE TO TAKE THE MORTGAGED PROPERTIES AND SELL THEM WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON A DEFAULT BY MORTGAGOR UNDER THIS MORTGAGE.

(ii) State of Louisiana: As to any portion of the Other Mortgaged Properties located in the State of Louisiana (or within the offshore area over which the United States of America asserts jurisdiction and to which the laws of such state are applicable with respect to this Mortgage and/or the Liens or security interests created hereby), Mortgagee may foreclose this Mortgage by executory process, or any other process, subject to, and on the terms and conditions required or permitted by, applicable law, and shall have the right to appoint a keeper of such Other Mortgaged Properties. Solely for purposes of Louisiana executory process, Mortgagor acknowledges the Obligations, whether now existing or to arise hereafter, and for Mortgagor, Mortgagor's personal representatives, successors and assigns, hereby confesses judgment for the full amount of the Obligations in favor of the Mortgagee for the benefit of the Mortgagee and Other Secured Persons. Mortgagor further agrees that Mortgagee may cause all or any part of the applicable Other Mortgaged Properties to be seized and sold after due process of law, Mortgagor waiving the benefit of all laws or parts of laws relative to the appraisal of property seized and sold under executory process or other legal process, and consenting that all or any part of such Other Mortgaged Properties may be sold without appraisal, either in its entirety or in lots and parcels, as Mortgagee may determine, to the highest bidder for cash or on such terms as the plaintiff in such proceedings may direct. Mortgagor hereby waives (i) the benefit of appraisal provided for in articles 2332, 2336, 2723, and 2724 of the Louisiana Code of Civil Procedure and all other

laws conferring the same; (ii) the notice of seizure provided for in articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (iii) the three (3) days delay provided for in articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (iv) all other laws providing rights of notice, demand, appraisal, or delay. Mortgagor expressly authorizes and agrees that Mortgagee shall have the right to appoint a keeper of such Other Mortgaged Properties pursuant to the terms and provisions of La. R.S. 9:5131 et seq. and La. R.S. 9:5136 et seq., which keeper may be Mortgagee, any agent or employee thereof, or any other person, firm, or corporation. Compensation for the services of the keeper is hereby fixed at five percent (5%) of the amount due or sued for or claimed or sought to be protected, preserved, or enforced in the proceeding for the recognition or enforcement of this Mortgage and shall be secured by the Liens and security interests of this Mortgage.

(iii) State of Mississippi: As to any portion of the Deed of Trust Properties located in the State of Mississippi (or within the offshore area over which the United States of America asserts jurisdiction and to which the laws of such state are applicable with respect to this Mortgage and/or the Liens or security interests created hereby), the Trustee shall, at the request of the Mortgagee, sell such Deed of Trust Properties or any part thereof to satisfy and pay the Obligations with accrued interest thereon and all expenses of sale and all proceedings in connection therewith, including attorneys' fees and other costs of sale, to the highest bidder for cash. Cash may include wire transfers, certified checks or other forms of present payment satisfactory to the Trustee and the Mortgagee. Any sale of any part of such Deed of Trust Properties shall be made after having published notice of the day, time, place and terms of sale in a newspaper published in the county in which the Deed of Trust Property is situated or which lies shoreward of such Deed of Trust Properties (i.e. to the extent a particular Deed of Trust Property lies offshore within the reasonable projected seaward extension of the relevant county boundary), or, if none is so published, in some paper having a general circulation therein, for three consecutive weeks preceding the date of sale; and by posting one notice of such sale at the courthouse of such county for said period of time. Trustee shall have the power to select the county or judicial district in which the sale shall be made, newspaper advertisement published, and notice of sale posted in the event the Deed of Trust Property is located in, or lies seaward from, more than one county or in two judicial districts in the same county. Trustee in said trust shall have the full power to fix the day, time, place and terms of sale and may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Trustee, including the posting of notices in the conduct of the sale but in the name of and on behalf of Trustee, his substitute or successor, and such appointment need not be in writing or recorded. The notice and advertisement shall disclose the names of the original parties to this Mortgage. In connection with the foregoing, Mortgagor waives the provisions of Section 89-1-55 of the Mississippi Code of 1972, recompiled and laws amendatory thereto, if any, and Section 111 of the Constitution of the State of Mississippi, as far as these sections restrict the right of Trustee to offer at sale more than 160 acres at one time and Trustee may, in his discretion, offer the Mortgaged Property as a whole or in such part or parts as he may deem desirable regardless of the manner in which it may be described. Any sale made by Trustee hereunder may be adjourned to a later date and time by announcement given at the time and place originally appointed for such sale without further notice except as may be required by law. Mortgagor also waives the provisions of Section 89-1-59 of the Mississippi Code of 1972, recompiled and laws amendatory thereto, insofar as said section allows Mortgagor to reinstate an accelerated debt. Subject to the requirement under Section 89-5-45 of the Mississippi Code of 1972 which requires that an appointment be recorded prior to the

commencement of foreclosure proceedings, if Trustee shall have given notice of sale hereunder, any successor or substitute Trustee thereafter appointed may complete the sale and the conveyance of the property pursuant thereto as if such notice had been given by the successor or substitute Trustee conducting the sale. Mortgagee may be a purchaser at such sale and, if Mortgagee is the highest bidder, may credit the portion of the purchase price that would be distributed to Mortgagee against the Obligations in lieu of paying cash.

(iv) State of Alabama: As to any portion of the Other Mortgaged Properties located in the State of Alabama (or within the offshore area over which the United States of America asserts jurisdiction and to which the laws of such state are applicable with respect to this Mortgage and/or the Liens or security interests created hereby), expenses of retaking, holding, preparing for sale, selling or the like shall be borne by Mortgagor and shall include Mortgagee's attorney's fees and legal expenses, all of which shall be secured by this Mortgage. Upon the occurrence of an Event of Default, this Mortgage shall be subject to foreclosure and may be foreclosed as now or hereafter provided by law in case of past due mortgages, and the Mortgagee shall be authorized to take possession of the Other Mortgaged Properties and, to sell the Other Mortgaged Properties or any part thereof, at one or more public sales before the door of the courthouse of the county or counties, as may be required, in which the Other Mortgaged Properties or any part thereof is situated or which lies shoreward of such Other Mortgaged Properties (i.e. to the extent a particular Other Mortgaged Property lies offshore within the reasonable projected seaward extension of the relevant county boundary), to the highest bidder for cash, and to apply the proceeds of such sale as specified herein, after having first given notice of the time, place and terms of sale, and a description of the property to be sold, at least once a week for three (3) successive weeks preceding the date of such sale in some newspaper published in the county or counties, as may be required, in which the Other Mortgaged Properties or any part thereof is situated or which lies shoreward of such Other Mortgaged Properties (i.e. to the extent a particular Other Mortgaged Property lies offshore within the reasonable projected seaward extension of the relevant county boundary). Any such disposition may be conducted by an employee or agent of the Mortgagee. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this Mortgage and may purchase the Other Mortgaged Properties if the highest bidder therefor. At the foreclosure sale, the Other Mortgaged Properties may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect. The power of sale granted herein is a continuing power and shall not be fully exercised until all of the Other Mortgaged Properties not previously sold shall have been sold.

5.3. Substitute Trustees and Agents. The Trustee or Mortgagee may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by the Trustee or Mortgagee, including the posting of notices and the conduct of sale, but in the name and on behalf of the Trustee or Mortgagee. If the Trustee or Mortgagee shall have given notice of sale hereunder, any successor or substitute trustee or mortgagee agent thereafter appointed may complete the sale and the conveyance of the property pursuant thereto as if such notice had been given by the successor or substitute trustee or mortgagee agent conducting the sale.

5.4. Judicial Foreclosure; Receivership. Upon the occurrence of and during the continuance of an Event of Default, the Mortgagee shall have the right and power to proceed by a

suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Collateral under the judgment or decree of any court or courts of competent jurisdiction, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Collateral under the order of a court or courts of competent jurisdiction or under executory or other legal process, or for the enforcement of any other appropriate legal or equitable remedy.

5.5. Foreclosure for Installments. Upon the occurrence of and during the continuance of an Event of Default, the Mortgagee shall also have the option (but not the obligation) to proceed with foreclosure (or directing the Trustee to do so) in satisfaction of any installments of the Obligations that have not been paid when due either through the courts or under the power of sale, in satisfaction of the matured but unpaid portion of the Obligations as if under a full foreclosure, conducting the sale as herein provided and without declaring the entire principal balance and accrued interest and other Obligations then due; such sale may be made subject to the unmatured portion of the Obligations, and any such sale shall not in any manner affect the unmatured portion of the Obligations, but as to such unmatured portion of the Obligations this Mortgage shall remain in full force and effect just as though no sale had been made hereunder. It is further agreed that upon the occurrence of and during the continuance of an Event of Default, several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Obligations, it being the purpose hereof to provide for a foreclosure and sale of the security for any matured portion of the Obligations without exhausting the power to foreclose and sell the Mortgaged Property for any subsequently maturing portion of the Obligations.

5.6. Separate Sales. Upon the occurrence of and during the continuance of an Event of Default, the Collateral may be sold in one or more parcels and to the extent permitted by applicable Requirement of Law in such manner and order as the Mortgagee, in its sole discretion, may elect, it being expressly understood and agreed that the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

5.7. Possession of Mortgaged Property. If an Event of Default shall have occurred and be continuing, then, to the extent permitted by applicable law, the Trustee or the Mortgagee shall have the right and power to enter into and upon and take possession of all or any part of the Collateral in the possession of the Mortgagor, its successors or assigns, or its or their agents or servants, and may exclude the Mortgagor, its successors or assigns, and all persons claiming under the Mortgagor, and its or their agents or servants wholly or partly therefrom; and, holding the same, the Mortgagee may use, administer, manage, operate and control the Collateral and conduct the business thereof to the same extent as the Mortgagor, its successors or assigns, might at the time do and may exercise all rights and powers of the Mortgagor, in the name, place and stead of the Mortgagor, or otherwise as the Mortgagee shall deem best.

5.8. Occupancy After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale the Mortgagor or the Mortgagor's heirs, devisees, representatives, successors or assigns or any other person claiming any interest in the Collateral by, through or under the Mortgagor, are occupying or using the Mortgaged Property or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either the landlord or tenant, or at a reasonable

rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser; to the extent permitted by applicable law, the purchaser at such sale shall, notwithstanding any language herein apparently to the contrary, have the sole option to demand immediate possession following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the Mortgaged Property (such as an action for forcible entry and detainer) in any court having jurisdiction.

5.9. Remedies Cumulative, Concurrent and Nonexclusive. Every right, power, privilege and remedy herein given to the Trustee or the Mortgagee shall be cumulative and in addition to every other right, power and remedy herein specifically given or now or hereafter existing in equity, at law or by statute (including specifically those granted by the Applicable UCC in effect and applicable to the Collateral or any portion thereof). Each and every right, power, privilege and remedy whether specifically herein given or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient by the Trustee or the Mortgagee, and the exercise, or the beginning of the exercise, or the abandonment, of any such right, power, privilege or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter any other right, power, privilege or remedy. No delay or omission by the Trustee or the Mortgagee or any Other Secured Person in the exercise of any right, power or remedy shall impair any such right, power, privilege or remedy or operate as a waiver thereof or of any other right, power, privilege or remedy then or thereafter existing.

5.10. Discontinuance of Proceedings. If the Trustee or the Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under any Loan Document or available at law and shall thereafter elect to discontinue or abandon same for any reason, then it shall have the unqualified right so to do and, in such an event, the parties shall be restored to their former positions with respect to the Obligations, this Mortgage, the Credit Agreement, the Collateral and otherwise, and the rights, remedies, recourses and powers of the Trustee and the Mortgagee, as applicable, shall continue as if same had never been invoked.

5.11. No Release of Obligations. Neither the Mortgagor nor any other Person hereafter obligated for payment of all or any part of the Obligations shall be relieved of such obligation, to the extent the Obligations remain due and owing, by reason of: (a) the release, regardless of consideration, of the Mortgaged Property or any portion thereof or interest therein or the addition of any other property to the Mortgaged Property; (b) any agreement or stipulation between any subsequent owner of the Mortgaged Property and the Mortgagee extending, renewing, rearranging or in any other way modifying the terms of this Mortgage without first having obtained the consent of, given notice to or paid any consideration to the Mortgagor or such other Person, and in such event the Mortgagor and all such other Persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by the Mortgagee; or (c) by any other act or occurrence save and except upon the Termination Date.

5.12. Release of and Resort to Collateral. The Mortgagee may release, regardless of consideration, any part of the Collateral without, as to the remainder, in any way impairing, affecting, subordinating or releasing the Lien created in or evidenced by this Mortgage or its stature as a prior Lien, in and to the Collateral, provided that Permitted Encumbrances may exist, and

without in any way releasing or diminishing the liability of any Person liable for the repayment of the Obligations. For payment of the Obligations, the Mortgagee may resort to any other security therefor held by the Mortgagee in such order and manner as the Mortgagee may elect.

5.13. Waiver of Redemption, Notice and Marshalling of Assets, Etc. To the fullest extent permitted by law, the Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefits that might accrue to the Mortgagor by virtue of any present or future moratorium law or other law exempting the Collateral from attachment, levy or sale on execution or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment and (b) any right to a marshalling of assets or a sale in inverse order of alienation. If any law referred to in this Mortgage and now in force, of which the Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall thereafter be deemed not to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof. If the laws of any state that provides for a redemption period do not permit the redemption period to be waived, the redemption period shall be specifically reduced to the minimum amount of time allowable by statute.

5.14. Application of Proceeds. Subject to the terms of the Intercreditor Agreement, the proceeds of any sale of the Mortgaged Property or any part thereof and all other monies received in any proceedings for the enforcement hereof or otherwise, whose application has not elsewhere herein been specifically provided for, shall be applied:

(a) First, to the payment of all reasonable expenses incurred by the Trustee or the Mortgagee incident to the enforcement of this Mortgage, the Credit Agreement or any other Loan Document to collect any portion of the Obligations, including expenses of any entry or taking of possession, of any sale, of advertisement thereof, and of conveyances, and court costs, compensation of agents and employees, a reasonable commission to the Trustee acting and reasonable legal fees, and to the payment of all other reasonable charges, expenses, liabilities and advances incurred or made by the Trustee or the Mortgagee under this Mortgage or in executing any trust or power hereunder; and

(b) Second, as set forth in Section 6.02 of the Credit Agreement.

5.15. Resignation of Operator. In addition to all rights and remedies under this Mortgage, at law and in equity, if any Event of Default shall occur and be continuing and the Trustee or the Mortgagee shall exercise any remedies under this Mortgage with respect to any portion of the Mortgaged Property (or the Mortgagor shall transfer any Mortgaged Property "in lieu of" foreclosure) whereupon the Mortgagor is divested of its title to any of the Collateral, the Mortgagee shall have the right to request that any operator of any Mortgaged Property that is either the Mortgagor or any Affiliate of the Mortgagor to resign as operator under the joint operating agreement applicable thereto, and no later than 60 days after receipt by the Mortgagor of any such request, the Mortgagor shall resign (or, to the extent it is able to do so, cause such other Person to resign) as operator of such Collateral.

5.16. Indemnity. THE INDEMNIFIED PARTIES SHALL NOT BE LIABLE, IN CONNECTION WITH ANY ACTION TAKEN, FOR ANY LOSS SUSTAINED BY THE

MORTGAGOR RESULTING FROM AN ASSERTION THAT THE MORTGAGEE HAS RECEIVED FUNDS FROM THE PRODUCTION OF HYDROCARBONS CLAIMED BY THIRD PERSONS OR ANY ACT OR OMISSION OF ANY INDEMNIFIED PARTY IN ADMINISTERING, MANAGING, OPERATING OR CONTROLLING THE MORTGAGED PROPERTY **INCLUDING SUCH LOSS THAT MAY RESULT FROM THE ORDINARY NEGLIGENCE OF AN INDEMNIFIED PARTY** UNLESS SUCH LOSS IS CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE INDEMNIFIED PARTY SEEKING INDEMNITY OR ANY OF ITS RELATED PARTIES. NO INDEMNIFIED PARTY SHALL BE OBLIGATED TO PERFORM OR DISCHARGE ANY OBLIGATION, DUTY OR LIABILITY OF THE MORTGAGOR. THE MORTGAGOR AGREES TO PAY, AND TO SAVE THE INDEMNIFIED PARTIES HARMLESS FROM, ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, ACTIONS, JUDGMENTS, SUITS, COSTS, EXPENSES OR DISBURSEMENTS OF ANY KIND OR NATURE WHATSOEVER WITH RESPECT TO THE EXECUTION, DELIVERY, ENFORCEMENT, PERFORMANCE AND ADMINISTRATION OF THIS MORTGAGE TO THE EXTENT THE BORROWER WOULD BE REQUIRED TO DO SO PURSUANT TO SECTION 7.07 OF THE CREDIT AGREEMENT. THE LIABILITIES OF THE MORTGAGOR AS SET FORTH IN THIS SECTION 5.16 SHALL SURVIVE THE TERMINATION OF THIS MORTGAGE.

5.17. Failure to Perform. The Mortgagor agrees that if it fails to perform any act or to take any action that it is required to perform or take hereunder or pay any money that the Mortgagor is required to pay hereunder, the Mortgagee, in the Mortgagor's name or its or their own name or names, may, but shall not be obligated to, perform or cause to perform such act or take such action or pay such money.

SECTION 6 THE TRUSTEE

6.1. Duties, Rights, and Powers of Trustee. The Trustee shall have no duty to see to any recording, filing or registration of this Mortgage or any other instrument in addition or supplemental thereto, or to give any notice thereof, or to see to the payment of or be under any duty in respect of any tax or assessment or other governmental charge that may be levied or assessed on the Mortgaged Property, or any part thereof, or against the Mortgagor, or to see to the performance or observance by the Mortgagor of any of the covenants and agreements contained herein. The Trustee shall not be responsible for the execution, acknowledgment or validity of this Mortgage or of any instrument in addition or supplemental hereto or for the sufficiency of the security purported to be created hereby, and makes no representation in respect thereof or in respect of the rights of the Mortgagee. The Trustee shall have the right to consult with counsel upon any matters arising hereunder and shall be fully protected in relying as to legal matters on the advice of counsel. The Trustee shall not incur any personal liability hereunder except for the Trustee's own willful misconduct; and the Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine.

6.2. Successor Trustee. The Trustee may resign by written notice addressed to the Mortgagee or be removed at any time with or without cause by an instrument in writing duly executed on behalf of the Mortgagee. In case of the death, resignation or removal of the Trustee,

a successor may be appointed by the Mortgagee by instrument of substitution complying with any applicable Governmental Requirements, or, in the absence of any such requirement, without formality other than appointment and designation in writing. Written notice of such appointment and designation shall be given by the Mortgagee to the Mortgagor, but the validity of any such appointment shall not be impaired or affected by failure to give such notice or by any defect therein. Such appointment and designation shall be full evidence of the right and authority to make the same and of all the facts therein recited. Upon the making of any such appointment and designation, this Mortgage shall vest in the successor all the estate and title in and to all of the Mortgaged Property, and the successor shall thereupon succeed to all of the rights, powers, privileges, immunities and duties hereby conferred upon the Trustee named herein, and one such appointment and designation shall not exhaust the right to appoint and designate an additional successor but such right may be exercised repeatedly until the Termination Date has occurred. To facilitate the administration of the duties hereunder, the Mortgagee may appoint multiple trustees to serve in such capacity or in such jurisdictions as the Mortgagee may designate.

6.3. Retention of Moneys. All moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the benefit of the Mortgagee and the Other Secured Persons for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law) and the Trustee shall be under no liability for interest on any moneys received by him hereunder.

SECTION 7 MISCELLANEOUS

7.1. Releases.

(a) Full Release. On the Termination Date, the Mortgagee shall forthwith cause satisfaction and discharge of this Mortgage to be entered upon the record at the expense of the Mortgagor and shall execute and deliver or use its commercially reasonable efforts to cause to be executed and delivered such instruments of satisfaction and reassignment as may requested by the Mortgagor for the release of the Liens created hereby on the Mortgaged Property; and, for purposes of Alabama law, the conveyance in Section 2.1 shall then be deemed null and void. Other than as set forth in the foregoing sentence, this Mortgage shall remain and continue in full force and effect and be binding in accordance with and to the extent of its terms upon the Mortgagor and the successors and assigns thereof and shall inure to the benefit of the Mortgagee and the Other Secured Persons and their respective successors, indorsees, transferees and assigns; notwithstanding that from time to time prior to the Termination Date, the Mortgage may be free from any Obligations.

(b) Other Releases. The Mortgagee, at the request and sole expense of the Mortgagor, shall promptly execute and deliver to the Mortgagor all releases, re-conveyances or other documents reasonably necessary or desirable for the release of the Liens created hereby on the Mortgaged Property, which shall include, without limitation, the agreement of the Mortgagee (on behalf of itself and on behalf of the Other Secured Persons) to release the security interests in, and the Liens on, the Collateral granted herein and created hereby, (i) upon any Disposition by the Mortgagor of any Mortgaged Property that is permitted under the Credit Agreement (other than to a Guarantor) and (ii) to the extent that Section 7.13 of the Credit Agreement provides for such release with respect to the Mortgaged Property.

(c) Possession of Notes. The Mortgagor acknowledges and agrees that possession of any Note issued to a Lender that evidences the Loans extended by such Lender to the Borrower (or any replacements of any said Note or other instrument evidencing any part of the Obligations) at any time by the Mortgagor or any other guarantor shall not in any manner extinguish the Obligations or this Mortgage, and the Mortgagor shall have the right to issue and reissue any of such promissory notes from time to time as its interest or as convenience may require, without in any manner extinguishing or affecting the Obligations or the Lien of this Mortgage.

(d) Trustee. Trustee shall not be required to join or acknowledge any full or partial release hereunder.

7.2. Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed in favor of the Mortgagee and the Other Secured Persons in order to effectuate the provisions hereof. The invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

7.3. Successors and Assigns. The terms used to designate any party or group of persons shall be deemed to include the respective heirs, legal representatives, successors and assigns of such Persons.

7.4. Satisfaction of Prior Encumbrance. To the extent that proceeds of the Credit Agreement are used to pay any indebtedness secured by any outstanding Lien against the Mortgaged Property then the parties agree that: (a) such proceeds have been advanced at the Mortgagor's request, and (b) the Mortgagee and the Other Secured Persons shall be subrogated to any and all rights and Liens owned by any owner or holder of such outstanding Liens, irrespective of whether said Liens are or have been released. It is expressly understood that, in consideration of the payment of such other indebtedness, the Mortgagor hereby waives and releases all demands and causes of action for offsets and payments to, upon and in connection with the said indebtedness. This Mortgage is made with full substitution and subrogation of the Trustee and the Mortgagee and their successors and assigns in and to all covenants and warranties by others heretofore given or made in respect of the Mortgaged Property or any part thereof.

7.5. Application of Payments to Certain Obligations. If any part of the Obligations cannot be lawfully secured by this Mortgage or if any part of the Collateral cannot be lawfully subject to the Lien hereof to the full extent of the Obligations, then all payments made shall be applied on said Obligations first in discharge of that portion thereof that is not secured by this Mortgage.

7.6. Nature of Covenants. The covenants and agreements herein contained shall constitute covenants running with the land and interests covered or affected hereby and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

7.7. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 8.02 of the Credit Agreement.

7.8. Expenses. The Mortgagor agrees to pay any and all reasonable and documented out of pocket expenses (including all reasonable fees and disbursements of counsel) that may be paid or incurred by the Mortgagee in enforcing, or obtaining advice of counsel in respect of, any rights with respect to, or collecting, any or all of the Obligations and/or enforcing any rights with respect to, or collecting against, the Mortgagor under this Mortgage to the extent the Borrower would be required to do so pursuant to Section 8.05 of the Credit Agreement.

7.9. Counterparts. This Mortgage is being executed in several counterparts, all of which are identical, except that to facilitate recordation, if the Mortgaged Property is situated in (or adjacent to, in the case of offshore properties) more than one county or parish, descriptions of only those portions of the Mortgaged Property located in the county or parish in which a particular counterpart is recorded may be attached as Exhibit A to such counterpart. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument. Complete copies of this Mortgage containing the entire Exhibit A have been retained by the Mortgagee.

7.10. Governing Law. This Mortgage shall be governed and construed in accordance with the laws of the State of Texas, without regard to the laws that might be applicable under conflicts of laws principles; provided, however, that, with respect to any portion of the Mortgaged Property located outside of the State of Texas, the laws of the place in which such property is located in, or offshore area adjacent to (and State law made applicable as a matter of Federal law), shall apply to the extent of procedural and substantive matters relating only to the creation, perfection, foreclosure of Liens and enforcement of rights and remedies against the Mortgaged Property.

7.11. Financing Statement; Fixture Filing. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all Fixtures included within the Mortgaged Property and is to be filed or filed for record in the real estate records, mortgage records or other appropriate records of each jurisdiction where any part of the Mortgaged Property (including said Fixtures) are situated (or adjacent to, in the case of offshore properties), and may also be filed in the offices of the Bureau of Land Management and/or the Bureau of Ocean Energy Management. This Mortgage shall also be effective as a financing statement covering As-Extracted Collateral (including oil and gas and all other minerals of value that may be extracted from the ground) and accounts financed at the wellhead or minehead of wells or mines located on the properties subject to the Applicable UCC and is to be filed for record in the real estate records, UCC records or other appropriate records of each jurisdiction where any part of the Mortgaged Property is situated (or adjacent to, in the case of offshore properties). This Mortgage also constitutes a security agreement under the Applicable UCC, and creates a security interest in all that property (and the proceeds thereof) included in the Collateral which might otherwise be deemed "personal property". Notwithstanding any release of any or all of that property included in the Mortgaged Property which is deemed "real property", any proceedings to foreclose this Mortgage or its satisfaction of record, the terms hereof shall survive as a security agreement with respect to the security interests created hereby and referred to above until the repayment or satisfaction in full of the obligations of Mortgagor as are now or hereafter evidenced by the Secured Transaction Documents. For purposes hereof, Mortgagor is the debtor and Mortgagee is the secured party, with addresses as set forth in Section 7.12 below.

7.12. Filing of Financing Statements. Pursuant to the Applicable UCC, the Mortgagor authorizes the Mortgagee, its counsel or its representative, at any time and from time to time, to file or record financing statements, continuation statements, amendments thereto and other filing or recording documents or instruments with respect to the Mortgaged Property without the signature of the Mortgagor in such form and in such offices as the Mortgagee (at the direction of the Required Lenders) reasonably determines appropriate to perfect the security interests of the Mortgagee under this Mortgage. The Mortgagor also authorizes the Mortgagee, its counsel or its representative, at any time and from time to time, to file or record such financing statements that describe the collateral covered thereby as "all assets of the Mortgagor", "all personal property of the Mortgagor" or words of similar effect. The Mortgagor shall pay all costs associated with the filing of such instruments. Notwithstanding the foregoing authorizations, Mortgagor agrees to file and deliver to the Mortgagee upon recording such financing statements as are or may be necessary to establish and maintain a valid, enforceable, perfected security interest in the Mortgaged Property as provided herein and the other rights and security contemplated hereby or as the Mortgagee may from time to time reasonably request, and authorization to the Mortgagee hereunder shall not relieve the Mortgagor of its obligation to make such filings.

In that regard, the following information is provided:

Name of Debtor:	QuarterNorth Energy LLC
Address of Debtor:	2000 W. Sam Houston Pkwy. S. Suite 1200 Houston, Texas 77042
State of Formation/Location:	Delaware
Name of Secured Party:	Cantor Fitzgerald Securities as Collateral Agent
Address of Secured Party:	1801 N. Military Trail, Suite 202 Boca Raton, Florida 33431 Attention: N. Horning Telephone: (212) 829-4489 Telecopier: (646) 219-1180 Facsimile: (646) 219-1180 Email: NHorning@cantor.com Cantor Fitzgerald Securities 900 West Trade Street, Suite 725 Charlotte, North Carolina 28202 Attention: B. Young (Fieldwood Administrative Agency) Telephone: (704) 374-0574 Telecopier: (646) 390-1765

Email: BYoung@cantor.com

Owner Record of Real Property:

QuarterNorth Energy LLC

7.13. Limit on Obligations and Collateral. It is the intention of the Mortgagor, the Mortgagee and the Other Secured Persons that this Mortgage not constitute a fraudulent transfer or fraudulent conveyance under any state or federal law that may be applied hereto. The Mortgagor and, by the Mortgagee's acceptance hereof, the Mortgagee and the Other Secured Persons hereby acknowledge and agree that, notwithstanding any other provision of this Mortgage, the indebtedness secured hereby shall be limited to the maximum amount of indebtedness that can be incurred or secured by the Mortgagor without rendering this Mortgage voidable under applicable law relating to fraudulent conveyances or fraudulent transfers.

7.14. References. The words "herein," "hereof," "hereunder" and other words of similar import when used in this Mortgage refer to this Mortgage as a whole, and not to any particular article, section or subsection. Any reference herein to a Section shall be deemed to refer to the applicable Section of this Mortgage unless otherwise stated herein. Any reference herein to an exhibit or schedule shall be deemed to refer to the applicable exhibit or schedule attached hereto unless otherwise stated herein.

7.15. Appearance, Resolutions. For purposes of Louisiana law, including but not limited to the availability of executory process, Mortgagor has appeared on this date before the undersigned Notary Public and witnesses in order to execute this Mortgage. Mortgagor attaches, as Annex I, to counterparts hereof being recorded in Louisiana certified resolutions of its sole member authorizing the execution and delivery of this Mortgage.

7.16. Paraph. Mortgagor acknowledges that no promissory note or other instrument has been presented to the undersigned Notary Public to be paraphed for identification herewith.

7.17. Acceptance by Mortgagee. In accordance with the provisions of Louisiana Civil Code article 3289, Mortgagee has accepted the benefits of the Mortgage without the necessity of execution by Mortgagee.

7.18. Future Advances. This Mortgage has been executed by Mortgagor pursuant to Article 3298 of the Louisiana Civil Code for the purpose of securing Obligations that may now be existing or that may arise in the future with the preferences and priorities provided under applicable Louisiana law.

7.19. Notary Public. The parties relieve and release the undersigned notary public of any duty to produce and attach mortgage or conveyance certificates.

7.20. Concerning the Mortgagee. Cantor Fitzgerald Securities is acting under this Mortgage solely in its capacity as Collateral Agent and not in its individual corporate capacity.

The Collateral Agent shall be entitled to all of the rights, privileges and immunities of the Credit Agreement as though fully set forth herein.

7.21. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Trustee or Mortgagee for the benefit of the Secured Parties pursuant to this Mortgage and (ii) the exercise of any right or remedy by the Trustee or Mortgagee hereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Collateral, are subject to the provisions of the Intercreditor Agreement dated as of August 27th, 2021 (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "Intercreditor Agreement"), among Goldman Sachs Bank USA, as First Lien Term Facility Agent and Applicable First Lien Agent, Cantor Fitzgerald Securities, as Second Lien Term Facility Agent and Applicable Second Lien Agent, Holdings, Borrower, and the Subsidiaries of Borrower party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Mortgage, the terms of the Intercreditor Agreement shall govern; provided, however, that nothing contained in this Section 7.21 shall diminish or preclude the granting of the mortgage liens, security interests, and assignments created in this Mortgage or limit the ability of the Mortgagee to enforce this Mortgage by ordinary or executory process, or otherwise.

[SIGNATURES BEGIN NEXT PAGE]

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THUS DONE AND PASSED this 26th day of August, 2021 to be effective for all purposes as of the Effective Date, in my presence and in the presence of the undersigned competent witnesses who hereunto sign their names with Mortgagor and me, Notary, after reading of the whole.

WITNESSES

[Signature]
Printed Name: Edna Yaguez

[Signature]
Printed Name: STACY BROWN

MORTGAGOR:

QUARTERNORTH ENERGY LLC

By: *Thomas R. Lamme*

Name: Thomas R. Lamme

Title: Authorized Signatory

[Signature]

NOTARY PUBLIC

Printed Name: Stacey Thomas

Notary Number: 125696-6



STATE OF TEXAS §
 §
COUNTY OF HARRIS §

TEXAS This instrument was acknowledged before me on this 26th day of August, 2021, by Thomas R. Lamme, Authorized Signatory of QUARTERNORTH ENERGY LLC, a Delaware limited liability company, on behalf of said limited liability company.

ALABAMA I, a Notary Public, in and for said County in said State, hereby certify that Thomas R. Lamme, whose name as Authorized Signatory of QUARTERNORTH ENERGY LLC, a Delaware limited liability company, is signed to the foregoing instrument or conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument/conveyance, he, as such Authorized Signatory and with full authority, executed the same voluntarily for and as the act of said limited liability company.

MISSISSIPPI Personally appeared before me, the undersigned authority in and for said county and state, on this 26th day of August, 2021, within my jurisdiction, the within named Thomas R. Lamme, who acknowledged that he is Authorized Signatory of QUARTERNORTH ENERGY LLC, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand this 26th day of August, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Houston, Harris County, Texas on the day and year first above written.



[SEAL]



NOTARY PUBLIC, State of Texas

My commission expires: 4-30-23

Printed Name: Stacey Thomas

ANNEX I
to
MULTIPLE INDEBTEDNESS MORTGAGE, DEED OF TRUST, ASSIGNMENT OF AS-
EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING AND
FINANCING STATEMENT

[Attach Certified Resolutions to those Mortgages
to be recorded in the State of Louisiana]

EXHIBIT A
to
MULTIPLE INDEBTEDNESS MORTGAGE, DEED OF TRUST, ASSIGNMENT OF AS-
EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING AND
FINANCING STATEMENT
[TO BE ATTACHED]

EXHIBIT A - 1

Abbreviations

The following abbreviations used in the various other tables on this Exhibit have the following corresponding meanings:

Area	Area Name	Area	Area Name
AC	Alaminos Canyon	LU	Lund
AM	Amery Terrace	MA	Miami
AP	Apalachicola	MC	Mississippi Canyon
AT	Atwater Valley	MI	Matagorda Island
BA	Brazos Area	MO	Mobile
BM	Bay Marchand	MP	Main Pass
BS	Breton Sound	MU	Mustang Island
CA	Chandeleur	PB	St Petersburg
CC	Corpus Christi	PE	Pensacola
CE	Campeche Escarpment	PI	Port Isabel
CH	Charlotte Harbor	PL	South Pelto
DC	De Soto Canyon	PN	North Padre Island
DD	Destin Dome	PR	Pulley Ridge
DT	Dry Tortugas	PS	South Padre Island
EB	East Breaks	RK	Rankin
EC	East Cameron	SA	Sabine Pass (LA)
EI	Eugene Island	SE	Sigsbee Escarpment
EL	The Elbow	SM	South Marsh Island
EW	Ewing Bank	SP	South Pass
FM	Florida Middle Ground	SS	Ship Shoal
FP	Florida Plain	ST	South Timbalier
GA	Galveston	SX	Sabine Pass (TX)
GB	Garden Banks	TP	Tarpon Springs
GC	Green Canyon	TV	Tortugas Valley
GI	Grand Isle	VK	Viosca Knoll
GV	Gainesville	VN	Vernon Basin
HE	Henderson	VR	Vermilion
HH	Howell Hook	WC	West Cameron
HI	High Island Area	WD	West Delta
KC	Keathley Canyon	WR	Walker Ridge
KW	Key West		
LL	Lloyd Ridge		
LS	Lund South		

Rights Abbreviation	Meaning of Rights Abbreviation
OP	Operating Rights
OP 1	Operating Rights 1
OP 2	Operating Rights 2
ORRI	Overriding Royalty Interest
RT	Record Title
RT A	Record Title A
SL	State Lease
WI	Working Interest

QuarterNorth Energy LLC Co-owned Leases

Block	Lease	Type	Rights	Lease Effective Date	Interest	Description
GI 110	OCS-G 13943	Federal	Record Title	8/1/1993	50.00000%	All of Block 110, Grand Isle Area
GI 116	OCS-G 13944	Federal	Record Title	7/1/1993	50.00000%	All of Block 116, Grand Isle Area
GI 116	OCS-G 13944	Federal	Operating Rights	7/1/1993	50.00000%	All of Block 116, Grand Isle Area, South Addition, from 19,402' SSTVD to 99,999' SSTVD.
GI 32 (S/2)	OCS-00174	Federal	Record Title	7/17/1948	25.00000%	S1/2 of Block 32, Grand Isle Area
GI 32 (S/2)	OCS-00174	Federal	Operating Rights	7/17/1948	25.00000%	S1/2 of Block 32, Grand Isle Area, INsofar AND ONLY INsofar as the said lease covers and affects depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS).
GI 32 (S/2)	OCS-00174	Federal	Operating Rights	7/17/1948	25.00000%	S1/2 of Block 32, Grand Isle Area, from 12,756' TVDSS to 18,000' subsea (TVDS).
GI 39 (E/2)	OCS-00126	Federal	Record Title	4/21/1947	25.00000%	E1/2 of Block 39, Grand Isle Area
GI 39 (E/2)	OCS-00126	Federal	Operating Rights	4/21/1947	25.00000%	E1/2 of Block 39, Grand Isle Area from 18,000' feet TVDS to 99,999'TVDS.
GI 39 (E/2)	OCS-00126	Federal	Operating Rights	4/21/1947	25.00000%	E1/2 of Block 39, Grand Isle Area from 12,256' TVDSS to 18,000' TVDSS.
GI 39 (W/2)	OCS-00127	Federal	Record Title	4/21/1947	25.00000%	W1/2 of Block 39, Grand Isle Area
GI 39 (W/2)	OCS-00127	Federal	Operating Rights	4/21/1947	25.00000%	W1/2 of Block 39, Grand Isle Area, from 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS).
GI 39 (W/2)	OCS-00127	Federal	Operating Rights	4/21/1947	25.00000%	W1/2 of Block 39, Grand Isle Area, from 12,256 feet SSTVD to 18,000 feet subsea (TVDS).

Block	Lease	Type	Rights	Lease Effective Date	Interest	Description
GI 40	OCS-00128	Federal	Record Title	4/21/1947	25.000000%	All of Block 40, Grand Isle Area
GI 40	OCS-00128	Federal	Operating Rights	4/21/1947	25.000000%	All of Block 40, Grand Isle Area, 12,469' TVDSS to 18,000' TVD
GI 40	OCS-00128	Federal	Operating Rights	4/21/1947	25.000000%	All of Block 40, Grand Isle Area, INSO FAR AND ONLY INSO FAR as the said lease covers and affects depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS).
GI 41 (E/2)	OCS-00129	Federal	Record Title	4/21/1947	25.000000%	E1/2 of Block 41, Grand Isle Area
GI 41 (E/2)	OCS-00129	Federal	Operating Rights	4/21/1947	25.000000%	E1/2 of Block 41, Grand Isle Area, INSO FAR AND ONLY INSO FAR as the said lease covers and affects depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS).
GI 41 (E/2)	OCS-00129	Federal	Operating Rights	4/21/1947	25.000000%	E1/2 of Block 41, Grand Isle Area, from 14,123 ' TVDSS to 18,000' subsea (TVDS)
GI 41 (W/2)	OCS-00130	Federal	Operating Rights	4/21/1947	25.000000%	W1/2 of Block 41, Grand Isle Area, INSO FAR AND ONLY INSO FAR as the said lease covers and affects depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS).
GI 41 (W/2)	OCS-00130	Federal	Operating Rights	4/21/1947	25.000000%	W1/2 of Block 41, Grand Isle Area, from 14,123' SSTVD to 18,000 feet subsea (TVDS).
GI 41 (W/2)	OCS-00130	Federal	Record Title	4/21/1947	25.000000%	W1/2 of Block 41, Grand Isle Area
GI 42	OCS-00131	Federal	Record Title	4/21/1947	25.000000%	All of Block 42, Grand Isle Area
GI 42	OCS-00131	Federal	Operating Rights	4/21/1947	25.000000%	All of Block 42, Grand Isle Area, INSO FAR AND ONLY INSO FAR as the said lease covers and affects depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS).

Block	Lease	Type	Rights	Lease Effective Date	Interest	Description
GI 42	OCS-00131	Federal	Operating Rights	4/21/1947	25.00000%	All of Block 42, Grand Isle Area, from 12,504' SSTVD to 18,000' SSTVD.
GI 43	OCS-00175	Federal	Record Title	7/17/1948	25.00000%	All of Block 43, Grand Isle Area
GI 43	OCS-00175	Federal	Operating Rights	7/17/1948	25.00000%	All of Block 43, Grand Isle Area, INSO FAR AND ONLY INSO FAR as the said lease covers and affects depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS).
GI 43	OCS-00175	Federal	Operating Rights	7/17/1948	25.00000%	All of Block 43, Grand Isle Area, from 12,830' SSTVD to 18,000' SSTVD.
GI 44 (N/2)	OCS-00176	Federal	Record Title	7/17/1948	25.00000%	N1/2 of Block 44, Grand Isle Area
GI 44 (N/2)	OCS-00176	Federal	Operating Rights	7/17/1948	25.00000%	N1/2 of Block 44, Grand Isle Area, INSO FAR AND ONLY INSO FAR as the said lease covers and affects depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS).
GI 44 (N/2)	OCS-00176	Federal	Operating Rights	7/17/1948	25.00000%	N1/2 of Block 44, Grand Isle Area, from 13,102' subsea (TVDS) to 18,000' subsea (TVDS).
GI 46	OCS-00132	Federal	Record Title	4/21/1947	25.00000%	All of Block 46, Grand Isle Area
GI 46	OCS-00132	Federal	Operating Rights	4/21/1947	25.00000%	All of Block 46, Grand Isle Area, INSO FAR AND ONLY INSO FAR as the said lease covers and affects depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS).
GI 46	OCS-00132	Federal	Operating Rights	4/21/1947	25.00000%	All of Block 46, Grand Isle Area, from 12,792' SSTVD to 18,000' subsea (TVDS).
GI 47	OCS-00133	Federal	Record Title	4/21/1947	25.00000%	All of Block 47, Grand Isle Area

Block	Lease	Type	Rights	Lease Effective Date	Interest	Description
GI 47	OCS-00133	Federal	Operating Rights	4/21/1947	25.00000%	All of Block 47, Grand Isle Area, INSO FAR AND ONLY INSO FAR as the said lease covers and affects depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS).
GI 47	OCS-00133	Federal	Operating Rights	4/21/1947	25.00000%	All of Block 47, Grand Isle Area, from 15,742' TVDSS to 18,000' subsea (TVDS)
GI 48	OCS-00134	Federal	Record Title	4/21/1947	25.00000%	All of Block 48, Grand Isle Area
GI 48	OCS-00134	Federal	Operating Rights	4/21/1947	25.00000%	All of Block 48, Grand Isle Area, INSO FAR AND ONLY INSO FAR as the said lease covers and affects depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS).
GI 48	OCS-00134	Federal	Operating Rights	4/21/1947	25.00000%	All of Block 48, Grand Island Area, from 16,812' TVDSS to 18,000' subsea (TVDS)
GI 52 (N/2)	OCS-00177	Federal	Record Title	7/17/1948	25.00000%	N1/2 of Block 52, Grand Isle Area
GI 52 (N/2)	OCS-00177	Federal	Operating Rights	7/17/1948	25.00000%	N1/2 of Block 52, Grand Isle Area, as to all depths below 17,651 feet TVDSS down to 99,999 feet TVDSS.
MC 110	OCS-G 18192	Federal	Record Title	8/1/1997	8.33334%	All of Block 110, Mississippi Canyon
MC 110	OCS-G 18192	Federal	Operating Rights	8/1/1997	8.33334%	All of Block 110, Mississippi Canyon, from 6,688' TVDSS to 99,999' TVDSS
SM 149	OCS-G 02592	Federal	Record Title	5/1/1974	50.00000%	All of Block 149, South Marsh Island Area, South Addition
SM 149	OCS-G 02592	Federal	Operating Rights	5/1/1974	50.00000%	All of Block 149, South Marsh Island Area, South Addition, from 7,386' SSTVD to 99,999' SSTVD.
SM 149	OCS-G 02592	Federal	Overriding Royalty Interest	5/1/1974	4.16600%	All of Block 149, South Marsh Island Area, South Addition, from 7,386' SSTVD to 99,999' SSTVD.

Block	Lease	Type	Rights	Lease Effective Date	Interest	Description
SM 41	OCS-G 01192	Federal	Operating Rights	6/1/1962	100.00000 %	E1/2 of Block 41, South Marsh Island Area, INSO FAR AND ONLY INSO FAR as the lease is limited as to depths from the surface of the earth down to 11,500 feet TVD.
SM 48	OCS-00786	Federal	Overriding Royalty Interest	2/24/1960	3.00000%	Limited to those wellbores as assigned in Block 48, South Marsh Island Area.
SP 61	OCS-G 01609	Federal	Overriding Royalty Interest	7/1/1967	18.75000%	All of Block 61, South Pass
ST 53	OCS-G 04000	Federal	Record Title	3/1/1979	50.00000%	All of Block 53, South Timbalier
ST 53	OCS-G 04000	Federal	Operating Rights	3/1/1979	50.00000%	All of Block 53, South Timbalier Area, from the surface to 6,782' SSTVD.
ST 53	OCS-G 04000	Federal	Operating Rights	3/1/1979	50.00000%	All of Block 53, South Timbalier Area from 6,782' SSTVD to 99,999' SSTVD.
ST 67	OCS-00020	Federal	Contractual working interest	4/25/1947	20.44000%	All of Block 67, South Timbalier Area
WD 67	OCS-00179	Federal	Record Title	7/17/1948	25.00000%	S1/2 of Block 67, West Delta Area
WD 67	OCS-00179	Federal	Operating Rights	7/17/1948	25.00000%	S1/2 of Block 67, West Delta Area, INSO FAR AND ONLY INSO FAR as the said lease covers and affects depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS).
WD 67	OCS-00179	Federal	Operating Rights	7/17/1948	25.00000%	S1/2 of Block 67, West Delta Area, from 11,650' TVDSS to 18,000' subsea (TVDS)
WD 68	OCS-00180	Federal	Record Title	7/17/1948	25.00000%	S1/2 of Block 68, West Delta Area
WD 68	OCS-00180	Federal	Operating Rights	7/17/1948	25.00000%	S1/2 of Block 68, West Delta Area, INSO FAR AND ONLY INSO FAR as the said lease covers and affects depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS).

Block	Lease	Type	Rights	Lease Effective Date	Interest	Description
WD 68	OCS-00180	Federal	Operating Rights	7/17/1948	25.00000%	S1/2 of Block 68, West Delta Area, from 13,225' TVDSS to 18,000' subsea (TVDS)
WD 69	OCS-00181	Federal	Record Title	7/17/1948	25.00000%	All of Block 69, West Delta Area
WD 69	OCS-00181	Federal	Operating Rights	7/17/1948	25.00000%	All of Block 69, West Delta Area, INSO FAR AND ONLY INSO FAR as the said lease covers and affects depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS).
WD 69	OCS-00181	Federal	Operating Rights	7/17/1948	25.00000%	All of Block 69, West Delta Area, from 13,102' TVDSS to 18,000' (TVDS)
WD 70	OCS-00182	Federal	Record Title	7/17/1948	25.00000%	All of Block 70, West Delta Area
WD 70	OCS-00182	Federal	Operating Rights	7/17/1948	25.00000%	All of Block 70, West Delta Area, INSO FAR AND ONLY INSO FAR as the said lease covers and affects depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS).
WD 70	OCS-00182	Federal	Operating Rights	7/17/1948	25.00000%	All of Block 70, West Delta Area, from 13,182' TVDSS to 18,000' subsea (TVDS)
WD 71	OCS-00838	Federal	Record Title	4/1/1960	25.00000%	All of Block 71, West Delta Area
WD 71	OCS-00838	Federal	Operating Rights	4/1/1960	25.00000%	All of Block 71, West Delta Area, INSO FAR AND ONLY INSO FAR as the said lease covers and affects depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS).
WD 71	OCS-00838	Federal	Operating Rights	4/1/1960	25.00000%	All of Block 71, West Delta Area, from 13,357' SSTVD to 18,000' SSTVD.
WD 94	OCS-00839	Federal	Record Title	5/1/1960	25.00000%	All of Block 94, West Delta Area
WD 94	OCS-00839	Federal	Operating Rights	5/1/1960	25.00000%	All of Block 94, West Delta Area, from 13,159' SSTVD to 99,999' SSTVD.

Block	Lease	Type	Rights	Lease Effective Date	Interest	Description
WD 95	OCS-G 01497	Federal	Record Title	12/1/1966	25.00000%	All of Block 95, West Delta Area
WD 95	OCS-G 01497	Federal	Operating Rights	12/1/1966	25.00000%	All of Block 95, West Delta Area, INSOFAR AND ONLY INSOFAR AS said lease covers the S1/2SE1/4; S1/2N1/2SE1/4; SE1/4SW1/4; S1/2SW1/4SW1/4 of Block 95, West Delta Area, limited in depth from the surface of the Earth down to and including 7,369' subsea.
WD 95	OCS-G 01497	Federal	Operating Rights	12/1/1966	25.00000%	N1/2; N1/2N1/2SE1/4; N1/2SW1/4; N1/2SW1/4SW1/4 of Block 95, West Delta Area, from 13,601' SSTVD to 99,999' SSTVD.
WD 96	OCS-G 01498	Federal	Record Title	12/1/1966	25.00000%	All of Block 96, West Delta Area
WD 96	OCS-G 01498	Federal	Operating Rights	12/1/1966	25.00000%	All of Block 96, West Delta Area, INSOFAR AND ONLY INSOFAR as the lease covers the all of Block 96, OCS-G01498, West Delta Area, as to all depths below 18,000 (SSTVD) down to 99,999 (SSTVD).
WD 96	OCS-G 01498	Federal	Operating Rights	12/1/1966	25.00000%	All of Block 96, West Delta Area, from 13,399' SSTVD to 18,000' SSTVD.

[End of Table of QuarterNorth Energy LLC Co-owned Leases]

QuarterNorth Energy LLC Other Leases

Block	Lease	Type	Rights	Lease Effective Date	Interest	Description
-	106158	SL - TX	Working Interest	—	100.00000%	recorded in Jefferson County, Texas
-	106159	SL - TX	Working Interest	—	100.00000%	recorded in Jefferson County, Texas
-	114921	SL - TX	Working Interest	—	100.00000%	recorded in Jefferson County, Texas
-	170650	SL-MS	Overriding Royalty Interest		0.70397%	recorded in Jasper County, Mississippi Field: F1103 Lake Como S ½ NE ¼, NW ¼ NE ¼, NW ¼, SE ¼ and SW ¼ Sec 4 T1N R11E E ½ of E ½ Sec 5, T1N R11E N ½ of N ½ Sec 9 T1N R11E SE ¼ of SE ¼ Sec 32 T2N R11E S ½ of SW ¼ Sec 33 T2N R11E
-	230150	SL-MS	Overriding Royalty Interest		0.54560%	Any and all interests owned in the following Unit(s) and/or Wells(s) in the SW ¼ SE ¼ of Sec 29 T6N R2E Franklin Co., MS: RF Federal #1 RF Federal #1 RC Oil, Gas and Mineral Leases recorded in Book 133/Page 365, Book 133/Page 163, Book 133/Page 503, Book 132/Page 725, Book 133/Page 161, Book 134/Page 58, Book 149/Page 73, Book 135/Page 595, Book 111/Page 631.

Block	Lease	Type	Rights	Lease Effective Date	Interest	Description
-	231240	SL-MS	Overriding Royalty Interest		0.54560%	Any and all interests owned in the following Unit(s) and/or Wells(s) in the NW ¼ SE ¼ of Sec 29 T6N R2E Franklin Co., MS: RF Federal #2 RC Oil, Gas and Mineral Leases recorded in Book 133/Page 365, Book 133/Page 163, Book 133/Page 503, Book 132/Page 725, Book 133/Page 161, Book 134/Page 58, Book 149/Page 73, Book 135/Page 595, Book 111/Page 631
-	230140	SL-MS	Overriding Royalty Interest		0.54560%	Any and all interests owned in the following Unit(s) and/or Wells(s) in the SW ¼ of NE ¼ and SE ¼ of NW ¼ Sec 33 T6N R2E Franklin Co., MS: Vaughey #1 Vaughey #2 Oil, Gas and Mineral Leases recorded in Book 133/Page 365, Book 133/Page 163, Book 133/Page 503, Book 132/Page 725, Book 133/Page 161, Book 134/Page 58, Book 149/Page 73, Book 135/Page 595, Book 111/Page 631.

Block	Lease	Type	Rights	Lease Effective Date	Interest	Description
-	23017	SL-MS	Overriding Royalty Interest		0.53095%	Any and all interests owned in any Unit(s) and/or Wells(s) in the following sections: SW ¼ SW ¼ of Sec 19 T9N R7W Wayne Co., MS NW ¼ NW ¼, S ½ NW ¼, N ½ SW ¼, SE ¼ SE ¼ and W ½ SE ¼ of Sec 30 T9N R7W Wayne Co., MS W ½ SW ¼ of Sec 2 T9N R8W Wayne Co., MS NE ¼ SE ¼ and S ½ SE ¼ of Sec 3 T9N R8W Wayne Co., MS N ½ NE ¼, S ½ NE ¼ and E ½ SE ¼ of Sec 10 T9N R8W Wayne Co., MS W ½, S ½ NE ¼ and SE ¼ of Sec 11 T9N R8W Wayne Co., MS SW ¼ and SW ¼ NW ¼ of Sec 12 T9N R8W Wayne Co., MS W ½ and W ½ E ½ of Sec 13 T9N R8W Wayne Co., MS NW ¼, NE ¼, SW ¼ and SE ¼ of Sec 14 T9N R8W Wayne Co., MS E ½ NE ¼ of Sec 15 T9N R8W Wayne Co., MS N ½ NE ¼, SE ¼ NE ¼ and E ½ SE ¼ of Sec 23 T9N R8W Wayne Co., MS W ½, W ½ E ½, SE ¼ NE ¼ and E ½ SE ¼ of Sec 24 T9N R8W Wayne Co., MS NE ¼ NW ¼, NE ¼ and NE ¼ SE ¼ of Sec 25 T9N R8W Wayne Co., MS
-	227360	SL - TX	Working Interest	—	74.00000%	recorded in Galveston County, Texas
-	186891	SL - TX	Working Interest	—	100.00000%	recorded in Galveston County, Texas
-	185633	SL - TX	Working Interest	—	100.00000%	recorded in Galveston County, Texas
-	234082	SL - TX	Working Interest	—	100.00000%	recorded in Galveston County, Texas
-	255675	SL - TX	Working Interest	—	100.00000%	recorded in Galveston County, Texas

Block	Lease	Type	Rights	Lease Effective Date	Interest	Description
-	24318	SL - TX	Working Interest	—	100.00000%	recorded in Galveston County, Texas
-	24318	SL - TX	Working Interest	—	100.00000%	recorded in Galveston County, Texas
-	178537	SL - TX	Working Interest	—	100.00000%	recorded in Galveston County, Texas
-	183756	SL - TX	Working Interest	—	100.00000%	recorded in Galveston County, Texas
-	207398	SL - TX	Working Interest	—	90.00000%	recorded in Galveston County, Texas
-	191681	SL - TX	Working Interest	—	100.00000%	recorded in Galveston County, Texas
-	172916	SL - TX	Working Interest	—	100.00000%	recorded in Chambers County, Texas
-	172915	SL - TX	Working Interest	—	100.00000%	recorded in Chambers County, Texas
-	5797	SL - TX	Working Interest	—	100.00000%	recorded in Chambers County, Texas
-	5749	SL - TX	Working Interest	—	100.00000%	recorded in Chambers County, Texas
-	5752	SL - TX	Working Interest	—	100.00000%	Umbrella Point
-	140960	SL - TX	Working Interest	—	100.00000%	Umbrella Point
-	165888	SL - TX	Working Interest	—	100.00000%	Wildcat - ACOM O.H. Estate
-	186892	SL - TX	Working Interest	—	100.00000%	Eagle Bay
-	176012	SL - TX	Working Interest	—	100.00000%	Eagle Bay

Block	Lease	Type	Rights	Lease Effective Date	Interest	Description
-	179673	SL - TX	Working Interest	-	100.00000%	Eagle Bay
-	188919	SL - TX	Working Interest	-	100.00000%	Eagle Bay
-	188921	SL - TX	Working Interest	-	100.00000%	Eagle Bay
-	269151	SL - TX	Working Interest	-	100.00000%	Eagle Bay
BS 25	OCS-G 31442	Federal	Record Title	2/1/2008	25.00000%	That portion of Block 25, Breton Sound Area, OCS Leasing Map, Louisiana Map No. 10B, seaward of the 1975 Supreme Court Decree Line specifically described in the OCS Block Diagram included in the lease instrument.
BS 25 (portion)	19718	SL- LA	Working Interest	7/9/2008	25.00000%	a portion of Breton Sound Block 25 (as further described in the lease instrument recorded in Plaquemines Parish, Louisiana at COB 1190, Page 672, File No. 2008-00005015)
BS 45 (portion)	15683	SL- LA	Working Interest	4/14/1997	37.50000%	a portion of Breton Sound Block 45 (as further described in the lease instrument recorded in Plaquemines Parish, Louisiana at COB 908, Page 425, Entry No. 80)
BS 52 (portion)	17675	SL- LA	Working Interest	12/16/2002	37.50000%	a portion of Breton Sound Block 52 (as further described in the lease instrument recorded in Plaquemines Parish, Louisiana at COB 1038, Page 318, File No. 03000546)
BS 52 (portion)	17860	SL- LA	Working Interest	8/18/2003	15.00000%	a portion of Breton Sound Block 52 (as further described in the lease instrument recorded in Plaquemines Parish, Louisiana at COB 1055, Page 632, File No. 03007020)
EC 345	OCS-G 15156	Federal	Overriding Royalty Interest	8/1/1995	0.83334%	All of Block 345, East Cameron Area, South Addition
EW 1009	OCS-G 34878	Federal	Record Title	8/1/2013	50.00000%	All of Block 1009, Ewing Bank
EW 1010	OCS-G 34879	Federal	Record Title	8/1/2013	50.00000%	All of Block 1010, Ewing Bank

Block	Lease	Type	Rights	Lease Effective Date	Interest	Description
EW 1011	OCS-G 34880	Federal	Record Title	8/1/2013	50.00000%	All of Block 1011, Ewing Bank
EW 789	OCS-G 35805	Federal	Overriding Royalty Interest	7/1/2016	1.30000%	SE/4 of Block 789, Ewing Bank, from Surface to 26,000' TVDSS
EW 790	OCS-G 33140	Federal	Operating Rights	7/1/2009	100.00000%	N/2; N/2 S/2; SE/4 SE/4; N/2 SW/4 SE/4 and NE/4 SE/4 SW/4 of Block 790, Ewing Bank, from the surface to 99,999' TVDSS
EW 790	OCS-G 33140	Federal	Operating Rights	7/1/2009	100.00000%	SW/4 SW/4; S/2 SE/4 SW/4; S/2 SW/4 SE/4 and NW/4 SE/4 SW/4 of Block 790, Ewing Bank, from 26,000' to 99,999' TVDSS
EW 790	OCS-G 33140	Federal	Overriding Royalty Interest	7/1/2009	1.30000%	SW/4 SW/4; S/2 SE/4 SW/4; S/2 SW/4 SE/4; and NW/4 SE/4 SW/4 of Block 790, Ewing Bank, from the surface to 26,000' TVDSS
EW 828	OCS-G 35806	Federal	Record Title	6/1/2016	100.00000%	All of Block 828, Ewing Bank
EW 834	OCS-G 27982	Federal	Overriding Royalty Interest	7/1/2006	1.30000%	NE/4 NE/4; NW/4 NE/4; and N/2 NE/4 NW/4 of Block 834, Ewing Bank, from 17,000' to 21,400' TVDSS
EW 834	OCS-G 27982	Federal	Overriding Royalty Interest	7/1/2006	1.30000%	NE/4 NE/4; NW/4 NE/4; and N/2 NE/4 NW/4 (0-17,000 and 21,400-26,000 TVDSS) and S/2 NE/4; NW/4 NW/4; N/2 SE/4 NW/4 and S/2 NE/4 NW/4 of Block 834, Ewing Bank, from surface to 26,000' TVDSS
EW 835	OCS-G 33707	Federal	Overriding Royalty Interest	5/1/2010	1.30000%	North 7,800' of Block 835, Ewing Bank, from Surface to 26,000' TVDSS
GC 039 B	OCS-G 36476	Federal	Record Title	9/1/2013	50.00000%	E1/2NW1/4NE1/4; NE1/4SW1/4NE1/4; S1/2SE1/4NE1/4 of Block 39, Green Canyon
GC 040	OCS-G 34536	Federal	Record Title	11/1/2012	50.00000%	All of Block 40, Green Canyon
GC 041	OCS-G 34537	Federal	Record Title	10/1/2012	50.00000%	All of Block 41, Green Canyon

Block	Lease	Type	Rights	Lease Effective Date	Interest	Description
GC 064	OCS-G 34539	Federal	Record Title	8/1/2012	49.00000%	All of Block 64, Green Canyon
GC 065	OCS-G 05889	Federal	Operating Rights	7/1/1983	49.00000%	All of Block 65, Green Canyon from the surface down to the depth of 99,999' TVD.
GC 108	OCS-G 14668	Federal	Operating Rights	7/1/1994	49.00000%	All of Block 108, Green Canyon, from the surface of the earth down to and including the depth of 99,999 feet.
GC 109	OCS-G 05900	Federal	Operating Rights	7/1/1983	49.00000%	All of Block 109, Green Canyon from surface to 99,999'
GC 153	OCS-G 36814	Federal	Record Title	11/1/2019	100.00000%	All of Block 153, Green Canyon
GC 198	OCS-G 36021	Federal	Record Title	6/1/2017	100.00000%	All of Block 198, Green Canyon
GC 200	OCS-G 12209	Federal	Operating Rights	5/1/1990	53.33333%	All of Block 200, Green Canyon, as said Lease covers the NW1/4SE1/4; SW1/4NE1/4; E1/2SE1/4NW1/4; S1/2NE1/4NW1/4; W1/2E1/2SE1/4; NE1/4SW1/4SE1/4; SW1/4NW1/4NE1/4, as to all depths from surface to 17,518' TVDSS
GC 200	OCS-G 12209	Federal	Record Title	5/1/1990	100.00000%	All of Block 200, Green Canyon
GC 201	*	Federal	Overriding Royalty Interest	5/1/1990	4.874999%	NE1/4 of Block 201, Green Canyon [* Prior to any segregation of OCS-G 12210, the applicable lease is OCS-G 12210; after any such segregation, the lease is the lease covering the NE/4 of Block 201, Green Canyon.]
GC 201	*	Federal	Record Title	5/1/1990	100.00000%	S1/2 and NW1/4 of Block 201, Green Canyon [* Prior to any segregation of OCS-G 12210, the applicable lease is OCS-G 12210; after any such segregation, the lease is the lease covering the S1/2 and NW1/4 of Block 201, Green Canyon.]
GC 238	OCS-G 26302	Federal	Overriding Royalty Interest	7/1/2004	2.80000%	All of Block 238, Green Canyon, from the surface to 16,699' TVD

Block	Lease	Type	Rights	Lease Effective Date	Interest	Description
GC 238	OCS-G 26302	Federal	Operating Rights	7/1/2004	40.00000%	All of Block 238, Green Canyon, from 16,700'TVD to 99,999'TVD.
GC 243	OCS-G 20051	Federal	Overriding Royalty Interest	7/1/1998	4.65500%	NW1/4SW1/4; S1/2S1/2 of Block 243, Green Canyon, from the surface to a total vertical depth of 20,500' subsea; and N1/2; NE1/4SW1/4; N1/2SE1/4 of Block 243, Green Canyon, from the surface to a total vertical depth of 24,000' subsea
GC 244	OCS-G 11043	Federal	Record Title	5/1/1989	100.00000%	All of Block 244, Green Canyon
GC 282	OCS-G 16727	Federal	Operating Rights	9/1/1996	25.00000%	All of Block 282, Green Canyon, from 16,700'TVD to 99,999'TVD.
GC 282	OCS-G 16727	Federal	Overriding Royalty Interest	9/1/1996	1.75000%	All of Block 282, Green Canyon, from the surface to 16,699' TVD
GC 39 A	OCS-G 34966	Federal	Record Title	9/1/2013	50.00000%	NE1/4NE1/4; N1/2SE1/4NE1/4 of Block 39, Green Canyon
GC 679	OCS-G 21811	Federal	Operating Rights	7/1/2000	43.12500%	All of Block 679, Green Canyon, below 16,048' subsea TVD to 99,999' subsea TVD.
GC 679	OCS-G 21811	Federal	Record Title	7/1/2000	37.50000%	All of Block 679, Green Canyon
GC 768	OCS-G 21817	Federal	Operating Rights	6/1/2000	50.00000%	All of Block 768, Green Canyon, INSO FAR AND ONLY INSO FAR as such operating rights cover and affect interests from the surface to the stratigraphic equivalent of 13,370' subsea TVD in the OCS-G21817 #1 Well.
GC 768	OCS-G 21817	Federal	Operating Rights	6/1/2000	43.12500%	All of Block 768, Green Canyon, INSO FAR AND ONLY INSO FAR as such operating rights cover and affect interests in the Lease below the stratigraphic equivalent of 13,370' subsea TVD in the OCS-G21817 #1 Well down to a depth of 40,000' subsea TVD.
GC 768	OCS-G 21817	Federal	Record Title	6/1/2000	100.00000%	All of Block 768, Green Canyon

Block	Lease	Type	Rights	Lease Effective Date	Interest	Description
HI 176	OCS-G 27509	Federal	Overriding Royalty Interest	1/1/2006	2.50000%	All of Block 176, High Island Area
MC 118	OCS-G 35963	Federal	Record Title	8/1/2017	5.45000%	All of Block 118, Mississippi Canyon
MC 119	OCS-G 36537	Federal	Record Title	7/1/2019	5.45000%	All of Block 119, Mississippi Canyon
MC 162	OCS-G 36880	Federal	Record Title	8/1/2020	5.45000%	All of Block 162, Mississippi Canyon
MC 163	OCS-G 36538	Federal	Record Title	7/1/2019	5.45000%	All of Block 163, Mississippi Canyon
MC 171	OCS-G 34428	Federal	Record Title	12/1/2012	100.00000%	All of Block 171, Mississippi Canyon
MC 172	OCS-G 34429	Federal	Record Title	12/1/2012	100.00000%	All of Block 172, Mississippi Canyon
MC 206	OCS-G 36540	Federal	Record Title	7/1/2019	5.45000%	All of Block 206, Mississippi Canyon
MC 297	OCS-G 34434	Federal	Record Title	11/1/2012	70.00000%	All of Block 297, Mississippi Canyon
MC 380	OCS-G 36544	Federal	Record Title	7/1/2019	100.00000%	All of Block 380, Mississippi Canyon
MC 424	OCS-G 36545	Federal	Record Title	7/1/2019	100.00000%	All of Block 424, Mississippi Canyon
MC 435	OCS-G 36772	Federal	Record Title	11/1/2019	100.00000%	All of Block 435, Mississippi Canyon
MC 436	OCS-G 36773	Federal	Record Title	11/1/2019	100.00000%	All of Block 436, Mississippi Canyon
MC 474	OCS-G 35825	Federal	Record Title	7/1/2016	24.33333%	All of Block 474, Mississippi Canyon
MC 518	OCS-G 35828	Federal	Record Title	7/1/2016	24.33333%	All of Block 518, Mississippi Canyon

Block	Lease	Type	Rights	Lease Effective Date	Interest	Description
MC 519	OCS-G 27278	Federal	Record Title	7/1/2005	65.00000%	All of Block 519, Mississippi Canyon
MC 519	OCS-G 27278	Federal	Operating Rights	7/1/2005	49.00000%	SW1/4 of Block 519, Mississippi Canyon, from the surface down to and including 19,300' TVDSS
MC 519	OCS-G 27278	Federal	Operating Rights	7/1/2005	49.00000%	S1/2NW1/4 of Block 519, Mississippi Canyon, from the surface down to and including 14,000' TVDSS
MC 519	OCS-G 27278	Federal	Operating Rights	7/1/2005	25.75000%	S1/2; S1/2SE1/4NE1/4 of Block 519, Mississippi Canyon, from depths below 19,300' TVDSS down to and including 99,999' TVDSS
MC 519	OCS-G 27278	Federal	Operating Rights	7/1/2005	25.75000%	S1/2NW1/4 of Block 519, Mississippi Canyon, from depths below 14,000' TVDSS down to and including 99,999' TVDSS
MC 519	OCS-G 27278	Federal	Operating Rights	7/1/2005	25.75000%	N1/2NW1/4; N1/2NE1/4; SW1/4NE1/4 and N1/2SE1/4NE1/4 of Block 519, Mississippi Canyon, from the surface down to and including 99,999' TVDSS
MC 562	OCS-G 19966	Federal	Record Title	7/1/1998	12.50000%	All of Block 562, Mississippi Canyon
MC 563	OCS-G 21176	Federal	Operating Rights	7/1/1999	23.25000%	All of Block 563, Mississippi Canyon, as to depths from below 19,000' down to 99,999' TVDSS
MC 563	OCS-G 21176	Federal	Overriding Royalty Interest	3/17/1999	0.46500%	N1/2NW1/4 of Block 563, Mississippi Canyon, as to all depths from the surface down to 19,000'TVD.
MC 691	OCS-G 36400	Federal	Record Title	12/1/2018	50.00000%	All of Block 691, Mississippi Canyon
MC 697 A	OCS-G 28021	Federal	Record Title	4/1/2006	54.00000%	SE1/4SE1/4; E1/2NE1/4SE1/4 of Block 697, Mississippi Canyon
MC 698	OCS-G 28022	Federal	Record Title	7/1/2006	54.00000%	All of Block 698, Mississippi Canyon
MC 742	OCS-G 32343	Federal	Record Title	9/1/2008	54.00000%	NW/4 of Block 742, Mississippi Canyon
MC 742	OCS-G 32343	Federal	Record Title	9/1/2008	100.00000%	NE/4; S/2 of Block 742, Mississippi Canyon

Block	Lease	Type	Rights	Lease Effective Date	Interest	Description
MC 743	OCS-G 36401	Federal	Record Title	11/1/2018	25.000000%	All of Block 743, Mississippi Canyon
MC 782	OCS-G 33757	Federal	Record Title	7/1/2010	45.000000%	All of Block 782, Mississippi Canyon
MC 789	OCS-G 36557	Federal	Record Title	7/1/2019	100.000000%	All of Block 789, Mississippi Canyon
MC 793	OCS-G 33177	Federal	Overriding Royalty Interest	7/1/2009	1.300000%	W/2W/2NW/4 of Block 793, Mississippi Canyon, from Surface to 26,000' TVDSS
MC 904	OCS-G 36566	Federal	Record Title	7/1/2019	58.93630%	All of Block 904, Mississippi Canyon
MC 905	OCS-G 36405	Federal	Record Title	11/1/2018	58.93630%	All of Block 905, Mississippi Canyon
MC 948	OCS-G 28030	Federal	Record Title	7/1/2006	58.93630%	All of Block 948, Mississippi Canyon
MC 949	OCS-G 32363	Federal	Record Title	7/1/2008	58.93630%	All of Block 949, Mississippi Canyon
MC 992	OCS-G 24133	Federal	Record Title	7/1/2002	52.940000%	S1/2 of Block 992, Mississippi Canyon
MC 992	OCS-G 24133	Federal	Record Title	7/1/2002	58.93630%	N1/2 of Block 992, Mississippi Canyon
MC 993	OCS-G 24134	Federal	Record Title	7/1/2002	45.000000%	S1/2 of Block 993, Mississippi Canyon
MC 993	OCS-G 24134	Federal	Record Title	7/1/2002	58.93630%	N1/2 of Block 993, Mississippi Canyon
MP 316	OCS-G 36231	Federal	Record Title	7/1/2018	50.000000%	All of Block 316, Main Pass Area, South and East Addition
SM 40	OCS-G 13607	Federal	Record Title	8/1/1992	100.000000%	All of Block 40, South Marsh Island Area
SS 301	OCS-G 10794	Federal	Record Title	5/1/1989	65.000000%	All of Block 301, Ship Shoal Area, South Addition

Block	Lease	Type	Rights	Lease Effective Date	Interest	Description
SS 301	OCS-G 10794	Federal	Operating Rights	5/1/1989	100.00000%	All of Block 301, Ship Shoal Area, South Addition, INSO FAR AND ONLY INSO FAR as lease includes interests from the surface thereof down to and including a depth of 13,000' total vertical depth.
SS 313	OCS-G 36362	Federal	Record Title	11/1/2018	100.00000%	All of Block 313, Ship Shoal Area, South Addition
SS 358	OCS-G 36122	Federal	Record Title	11/1/2017	100.00000%	All of Block 358, Ship Shoal Area, South Addition
SS 79	OCS-G 15277	Federal	Record Title	8/1/1995	33.00000%	All of Block 79, Ship Shoal Area
SS 79	OCS-G 15277	Federal	Operating Rights	8/1/1995	51.00000%	All of Block 79, Ship Shoal Area, INSO FAR AND ONLY INSO FAR as the lease covers from the surface to one hundred feet below the stratigraphic equivalent of 11,318' true vertical depth as seen in the electric log for the electric log dated March 7, 2001 for the OCS-G 15277 Well No. 2.
ST 287	OCS-G 24987	Federal	Record Title	5/1/2003	100.00000%	All of Block 287, South Timbalier Area, South Addition
ST 287	OCS-G 24987	Federal	Operating Rights	5/1/2003	100.00000%	All of Block 287, South Timbalier Area, South Addition, from the surface to 13,852' SSTVD.
ST 287	OCS-G 24987	Federal	Operating Rights	5/1/2003	50.00000%	All of Block 287, South Timbalier Area, South Addition, from 13,852' SSTVD to 99,999' SSTVD.
ST 308	OCS-G 21685	Federal	Record Title	6/1/2000	100.00000%	All of Block 308, South Timbalier Area, South Addition
ST 308	OCS-G 21685	Federal	Operating Rights	6/1/2000	100.00000%	All of Block 308, South Timbalier Area, South Addition, from the surface to 18,571' SSTVD.
ST 308	OCS-G 21685	Federal	Operating Rights	6/1/2000	50.00000%	All of Block 308, South Timbalier Area, South Addition, from 18,571' SSTVD to 99,999' SSTVD.
VR 229	OCS-G 27070	Federal	Record Title	5/1/2005	50.00000%	W1/2W1/2 of Block 229, Vermilion Area
VR 229	OCS-G 27070	Federal	Record Title	5/1/2005	50.00000%	E1/2; E1/2W1/2 of Block 229, Vermilion Area

Block	Lease	Type	Rights	Lease Effective Date	Interest	Description
VR 362	OCS-G 10687	Federal	Record Title	6/1/1989	100.000000%	All of Block 362, Vermilion Area, South Addition
VR 362	OCS-G 10687	Federal	Operating Rights	6/1/1989	83.33334%	All of Block 362, Vermilion Area, South Addition, from 11,535' TVDSS to 99,999' TVDSS.
VR 363	OCS-G 09522	Federal	Operating Rights	5/1/1988	100.000000%	N1/2; SW1/4 of Block 363, Vermilion Area, South Addition, from the surface to 10,180' SSTVD.
VR 363	OCS-G 09522	Federal	Operating Rights	5/1/1988	100.000000%	All of Block 363, Vermilion Area, South Addition, INsofar AND ONLY INsofar AS the lease covers and pertains to the SE1/4 of Block 363, Vermilion Area, South Addition.
VR 363	OCS-G 09522	Federal	Record Title	5/1/1988	100.000000%	All of Block 363, Vermilion Area, South Addition
VR 363	OCS-G 09522	Federal	Operating Rights	5/1/1988	50.000000%	N1/2; SW1/4 of Block 363, Vermilion Area, South Addition, from 10,180' SSTVD to 99,999' SSTVD.
VR 371	OCS-G 09524	Federal	Record Title	7/1/1988	100.000000%	All of Block 371, Vermilion Area, South Addition
VR 371	OCS-G 09524	Federal	Operating Rights	7/1/1988	83.33334%	All of Block 371, Vermilion Area, South Addition, from 11,820' SSTVD to 99,999' SSTVD.
VR 78	OCS-G 04421	Federal	Record Title	11/1/1980	100.000000%	All of Block 78, Vermilion Area
VR 78	OCS-G 04421	Federal	Operating Rights	11/1/1980	81.250000%	All of Block 78, Vermilion Area from 11,953' TVDSS to 99,999' TVDSS.
WD 57, WD 79, WD 80	OCS-G 01449	Federal	Overriding Royalty Interest	5/1/1966	2.500000%	N1/2 of Block 79, West Delta Area
WD 79, WD 80	OCS-G 01874	Federal	Overriding Royalty Interest	12/1/1968	2.500000%	S1/2 of Block 79, West Delta Area; W1/2SW1/4 and SW1/4NW1/4 of Block 80, West Delta Area
WD 80	OCS-G 01989	Federal	Overriding Royalty Interest	8/1/1970	2.500000%	NE1/4SW1/4; SE1/4NW1/4; S1/2NE1/4; N1/2SE1/4 of Block 80, West Delta Area

Block	Lease	Type	Rights	Lease Effective Date	Interest	Description
WD 80	OCS-G 02136	Federal	Overriding Royalty Interest	1/1/1972	2.50000%	NE1/4NW1/4; N1/2NE1/4 of Block 80, West Delta Area

[End of List of QuarterNorth Energy LLC Other Leases]

QuarterNorth Energy LLC Co-owned Easements

Co-Owned ROWs:

ROW Number	Segment Number	Originating Area	Originating Block	Originating Name	Receiving Area	Receiving Block	Receiving Name	Size (inch)	Product	Associated Lease
G03432	4647	SM	149	6"SSTI	SM	132	B	6	BLKO	G02592
G09319	5890	ST	53	A	ST	52	A	6	OIL	G04000
G12304	9084	GI	43	AS	GI	19	F/S	10	OIL	175
G28385	17265	ST	68	Caisson No. 1	ST	53	A	6	BLKO	G04000

Co-Owned RUEs:

RUE Number	Area	Block No.	Structure	Complex ID No.	FW Lease	Approval Date	Associated Assets
G30267	ST	68	CAISS. #1	24108	20	3/9/2018	ST 67 #6
G30329	SM	132	B	21982	G02592 G02588	5/6/2019	SM 136 C 007, SM 149 C001, C002 & C004

QuarterNorth Energy LLC Other Easements

Other ROWs:

ROW Number	Segment Number	Originating Area	Originating Block	Originating Name	Receiving Area	Receiving Block	Receiving Name	Size (inch)	Product	Associated Lease
G09330	8204	SS	80	A	EI	125	30 SSTI	6	G/C	G15277
G15047	10675	VR	371	A	VR	350	08 SSTI	6	OIL	G09524
G16055	11050	SS	301	A	SS	300	B	8	BLKO	G10794
G23712	13736	SS	79	#2	SS	80	A	4	BLKO	G15277
G23713	13737	SS	79	#2	SS	80	A	4	BLKO	G15277
G28816	14292	SM	40	JA	SM	40	10"SSTI	6	OIL	G13607
G28817	14293	SM	40	B	SM	40	JA	6	BLKO	G13607
G28818	14294	SM	40	B	SM	40	JA	6	BLKO	G13607
G28819	14295	SM	40	JA	SM	40	B	2	LIFT	G13607
G09349	8255	GC	65	A	GC	19	A	12	OIL	G05889
G17737	11393	GC	200	SS Manifold	GC	65	A	10	BLKO	G12210
	11394	GC	200	SSMANIFO	GC	65	A	24	CSNG	G12210
	11395	GC	200	SSMANIFO	GC	65	A	5	UMB	G12210
	11959	GC	200	SSMANIFO	GC	65	A	2	UMB	G12210
G17738	11396	GC	200	SSMANIFO	GC	65	A	10	BLKG	G12210
	11397	GC	200	SSMANIFO	GC	65	A	24	CSNG	G12210
	11410	GC	200	SSMANIFO	GC	65	A	5	UMB	G12210
	12141	GC	200	SSMANIFO	GC	65	A	5	UMB	G12210
G17685	11260	GC	65	A	GC	19	A	16	OIL	G05889
G28736	19154	MC	948	PLET NPL3 HUB	MC	724	Gulfstar 1 SPAR	8	BLKO	G28030
	19365	MC	948	PLET NPL3 HUB	MC	767	ILS NPL1	12	CSNG	G28030
	19374	MC	948	PLET NPL3 HUB	MC	948	PLET SPL2 HUB	8	BLKO	G28030
G28809	20222	GC	244	PLEM A	GC	156	Mid-Line PLET A-1	8	BLKO	G11043
G28820	20197	GC	156	PLET 2	GC	156	A-2 PLET	8	BLKO	G12209

ROW Number	Segment Number	Originating Area	Originating Block	Originating Name	Receiving Area	Receiving Block	Receiving Name	Size (inch)	Product	Associated Lease
G29287	19155	MC	948	PLET SPL2 HUB	MC	724	Gulfstar 1 SPAR	8	BLKO	G28030
	19362	MC	724	Gulfstar 1 Spar	MC	948	UTA1	8	UMB	G28030
	19432	MC	948	PLET SPL2	MC	768	ILS SPL1	12	CSNG	G28030
G29294	19282	MC	736	A Thunderhawk	MC	782	Dan 1 STUA 1	6	UBEH	G33757
	19296	MC	698	RGI PLET 1	MC	736	A Thunderhawk	12	CSNG	G28022
	19149	MC	698	RGL PLET 1	MC	736	A Thunderhawk	8	BLKO	G28022
G29295	19097	MC	698	RGL PLET 1	MC	736	A Thunderhawk	8	BLKO	G28022
	19283	MC	736	A Thunderhawk	MC	698	BBD SUTA	6	UMB	G28022
	19364	MC	698	RGL PLET 1	MC	736	A	12	CSNG	G28022
G29299	19297	MC	736	A Thunderhawk	MC	692	North Plet	1	LIFT	G28022
	19334	MC	736	A Thunderhawk	MC	692	SUTA	5	UMBH	G28022
G29417	20155	GC	156	Mid-Line PLET A-2	GC	65	A	8	BLKO	G12209
G29420	20183	GC	200	SUTA	GC	244	TROIKA SUTA	5	UMB	G11043
G29424	20195	GC	65	A	GC	200	SUTA	3	UMB	G12209
G29425	20196	GC	200	PLET-1	GC	156	PLET-2	8	BLKO	G12210
G29427	20202	GC	40	K1 PLET	ST	308	A	8	BLKO	G34966
	20203	GC	40	K1 PLET	ST	308	Start Up Flange	12	CSNG	G34966
	20278	ST	308	A	GC	39	K2 SUTA	5	UBEH	G34966
G29427	20200	GC	39	K2 SUTA	GC	40	K1 SUTA	5	UBEH	G34966

Other RUEs:

RUE Number	Area	Block No.	Structure	Complex ID No.	FW Lease	Approval Date	Associated Assets
G30201	SS	80	A	23548	G15277	2/7/2013	SS 79 A002
G30342	SM	40	B	1266	G13607	6/21/2018	SM 41 B2, B3, B4, B6 & SM 40 B5
G30352	SM	40	JA	27017	G13607		SM 41 B PF and wells
G30354	MC	736	A (Thunder Hawk)	2045	G28022	7/3/2018	MC 698 001, MC 734 SS002, SS004, SS005, SS006, MC 782 001 & 002